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UNDP-GEF-NLSIU-CEERA

BIOLOGICAL DIVERSITY LAW

MOOT COURT COMPETITION

2019



INVITATION FOR PARTICIPATION

**VENUE: NATIONAL LAW SCHOOL OF INDIA UNIVERSITY,
BENGALURU, KARNATAKA, INDIA**

FEBRUARY 20-22, 2019



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MOOT PROBLEM

DISCLAIMER

THIS IS A HYPOTHETICAL PROPOSITION AND NEITHER INTENDS NOR ATTEMPTS TO RESEMBLE ANY INCIDENT OR ANY PERSON, INDIVIDUAL OR ENTITY, EITHER LIVING OR DEAD.

THE CONTENTS OF THIS DOCUMENT SHALL NOT BE INTERPRETED TO DISSEMINATE ANY INFORMATION FOR PURPOSES OTHER THAN THE COMPETITION, IN A MANNER THAT CASTS DISREPUTE OR DEFAMATION TO ANY COUNTRY, AUTHORITY, PERSON, BODY OR INDIVIDUAL.

ALL REFERENCES IN THE PROBLEM ARE FICTITIOUS AND DO NOT INTEND TO OR ATTEMPT TO HURT THE IDENTITTY, FEELINGS OF ANY INDIVIDUAL, ENTITY, STATE, COMMUNITY OR RELIGION.

ANY RESEMBLANCE TO ANY INCIDENT OR PERSON IS NOT INTENDED BUT MERELY A COINCIDENCE.

I. STATEMENT OF FACTS

Globex Healthcare GmbH, a German multinational, life sciences and pharmaceutical company is engaged in dealing with pharmaceuticals, biotechnology, agricultural, chemical and other healthcare products. It conducts research and development of commercial products from genetic resources and the manufacturing of the said products. The company in the past has manufactured multiple clinical drugs such as digitoxins, cortisones, cyclosporine etc. These drugs have been derived from diverse biological resources such as fungi, bacteria, and other *flora-fauna* that serve as one of the primary sources of identification of new molecules with specific therapeutic activities.

Globex Healthcare GmbH started marketing in India from February, 2000, with a Liaison Office in Bengaluru and in April 2005, established an Indian subsidiary Globex India Private Limited (Hereinafter, “Globex India”), with its Registered Office in Bengaluru.

On May 27, 2016, India entered into an Indo-German Bilateral Investment Treaty (Hereinafter, “IGBIT”) with Germany for the promotion and protection of investments by companies in each other’s State (See, **Annexure I**). The IGBIT aimed at providing favourable conditions for fostering greater investment by nationals and companies of either

State in the territory of the other State, to be in effect for a period of 10 years from the date of execution.

Previously, on April 26, 2016, Globex India, a Section 3 company under the Biological Diversity Act, 2002 (Hereinafter “BDA”), applied for prior approval from the Indian Biodiversity Authority (Hereinafter “IBA”) in Form I under the Biological Diversity Rules, 2004 (See, **Annexure II**) for access to ‘*Mappia foetida*’, a plant found only in the Shola Forests of the state of Tamil Nadu, India. The application was for conducting research on the said plant known to possess multiple pharmacological properties and used for various purposes in traditional medicine.

The IBA on being satisfied, granted Globex India, an approval for access in the form of an Access and Benefit Sharing Agreement dated July 4, 2016 (Hereinafter “the ABS Agreement”) (See, **Annexure III**). The ABS Agreement was for a period of three years and also contained an arbitration clause for settlement of any disputes which may arise from the terms and conditions contained thereunder.

Nearly one year into the research, it was discovered that the plant was a novel resource for bioactive products in anti-cancer and anti-TB application and subsequent research progressed into the invention of a novel compound ‘*Camptothecin*’ with anti-tumour properties.

Meanwhile on April 19, 2017, the Government of Tamil Nadu by Notification declared the Shola Forests as a National Park under the Wild Life (Protection) Act, 1972 (See, **Annexure IV**). Multiple discussions and campaigns by environment protection groups and the civil society in the past few years culminated into the decision of declaring the said Forests as a National Park.

On July 24, 2017, Globex India filed for a convention application designating the patent office at Chennai, India as the Receiving Office, for grant of Patent in several countries on the compound ‘*Camptothecin*’, under Form 1 of the Patent Rules, 2003 of India at the Patent Office in Chennai, India. The said Patent office returned the said application on August 3, 2017, directing the applicant to first get prior approval from the IBA, as mandated under the BDA

After the return of the said application by the Patent office in Chennai, Globex India, on October 18, 2017, approached the IBA under Form III of the Biological Diversity Rules,

2004 with an application for seeking the prior approval of IBA for making an application for a Patent Right on '*Camptothecin*' (**See, Annexure V**).

On November 20, 2017, the IBA sent out a show cause notice to Globex India stating that it was considering rejection of the Form III application on the ground that '*Mappia foetida*' was found to be on the verge of extinction and its notification under Section 38 of the BDA is under consideration based on the observation under the Conservation Assessment and Management Plan (CAMP) process. (**See, Annexure VI**) Therefore, patenting and further commercialisation of the same cannot be allowed.

On December 21, 2017, Globex India was given a hearing at the IBA office to bring forth its grievances, wherein it contended that it had made significant investment in the research and development of the new compound, and that the compound was novel. It also put forth the plea that it was ready to file an undertaking that their patent would not result in the deterioration of the availability of the plant as it would ensure private cultivation of the same. On these grounds, Globex India prayed that its Form III application should be allowed so that it can be granted Patent by the Patent office. However, after the hearing, IBA did not agree with Globex India's contentions and passed an order dated December 21, 2017, rejecting the Form III application and maintaining its earlier stand (**See, Annexure VII**).

The people living in and around the Shola forests alleged that the composition developed by Globex India is based on the traditional knowledge of the people in the Shola community and as such any further use or development made in furtherance to the patent protection will amount to a detriment of the interests of the local communities of the Shola tribe, who have been cultivating the plant traditionally for treating chronic ailments and diseases. A protest by the dwellers living in and around the Shola forests was subsequently held amidst the presence of the local Biodiversity Management Committee.

On account of the growing agitation and seeing prima facie merit in the demands of the local communities, the IBA by an Order dated January 5, 2018, withdrew the prior approval and revoked the ABS Agreement dated July 4, 2016. (**See, Annexure VIII**).

Globex India filed a writ petition before the High Court under Article 226 of the Constitution of India, against the two orders of the IBA viz. the Order dated December 21, 2017 rejecting Form III, and the Order dated January 5, 2018 for withdrawal of the ABS Agreement dated July 4, 2016 for access to '*Mappia foetida*'. Globex India pleaded that the IBA's rejection of

its Form III application was arbitrary and bad in law. With respect to the subsequent order, it contended that, since the investments made by Globex India are protected under the IGBIT between the Federal Republic of Germany and the Republic of India, the revocation of the ABS Agreement unilaterally, had caused huge commercial loss to Globex India, and constitutes a breach of the agreement and thereby violation of India's obligation under the IGBIT.

IBA on the other hand contended that, the High Court did not have the jurisdiction to entertain the writ petition against its rejection orders, since the BDA provided that all appeals from any orders of the IBA shall lie with the National Green Tribunal. IBA also made an application under Section 8 of the Arbitration and Conciliation Act, 1996, to refer the parties to arbitration as provided in the ABS Agreement. It further pleaded that the withdrawal of consent for access was an administrative action in consonance with the Biological Diversity Rules, 2004.

The High Court of Judicature at Madras has framed the following issues:

- 1) Whether the High Court of Tamil Nadu shall have the jurisdiction to hear the matter, given the fact that Globex India has alternative remedies at the National Green Tribunal and under arbitration?
- 2) Whether the withdrawal of consent for access by the IBA is an administrative function or a judicial function, wherein the principles of natural justice are required to be followed before passing of the order, or whether the impugned orders are a breach of contract?
- 3) Whether the impugned order dated December 21, 2017 in the rejection of application under Form III is justified and can this rejection extinguish the interest of Globex India in seeking a Patent Protection of the invention?
- 4) Does the impugned order dated December 21, 2017 for the unilateral revocation of the Agreement amount to violation of India's obligations under the IGBIT with Germany?
- 5) Whether Globex India can claim damages for loss due to unilateral revocation of contract and early withdrawal of Access?

II. ANNEXURES

1. **ANNEXURE I:** Relevant Extracts Indo-German Bilateral Investment Treaty signed on May 27, 2016.
2. **ANNEXURE II:** Form I under the Biological Diversity Rules, 2004 dated April 26, 2016
3. **ANNEXURE III:** ABS Agreement with Globex India on dated July 4, 2016
4. **ANNEXURE IV:** Notification declaring the Shola Forests as a National Park under the Wild life (Protection) Act, 1972
5. **ANNEXURE V:** Form III of the Biological Diversity Rules, 2004 filed by Globex India dated October 18, 2017
6. **ANNEXURE VI:** Show Cause Notice issued by IBA dated November 20, 2017
7. **ANNEXURE VII:** Rejection of Form III Order passed by the Indian Biodiversity Authority dated December 21, 2017
8. **ANNEXURE VIII:** Revocation of ABS Agreement Order passed by the Indian Biodiversity Authority dated January 5, 2018

ANNEXURE I
RELEVANT EXTRACTS
INDO-GERMAN BILATERAL INVESTMENT TREATY SIGNED
ON MAY 27, 2016

The Federal Republic of Germany

And

The Republic of India

(Hereinafter referred to as the Contracting Parties)

Desirous of creating conditions favourable for fostering greater investment by nationals and companies of either State in the territory of the other State

Recognising that reciprocal protection of such investments under an agreement will sub serve the aforesaid objective and will be conducive to the stimulation of individual business initiative and will increase prosperity in both States

Have agreed as follows:

Article I

Definitions

For the purpose of this Agreement:

(a) "Companies" mean:

- (i) In respect of the Republic of India: corporations, firms and associations incorporated or constituted under the law in force in any part of India.
- (ii) in respect of the Federal Republic of Germany: juridical persons as well as commercial or other companies or associations with or without legal personality having their seat in the territory of the Federal Republic of Germany, irrespective of whether or not their activities are directed at profit;

(b) "Investment" means every kind of asset invested in accordance with the national laws of the Contracting Parry, where the investment is made and, in particular, though not exclusively, includes:

- (i) movable and immovable property as well as other rights such as mortgages, liens, or pledges;
- (ii) shares in, and stock and debentures of, a company, and any other forms of such interests in a company,
- (iii) right to money or to any performance under contract having a financial value;

- (iv) intellectual property rights, including patents, copyrights, registered designs, trademarks, trade names, technical processes, know-how and goodwill in accordance with the relevant laws of the respective Contracting Party;
 - (v) business concessions conferred by law or under contract, including concessions for mining and oil exploration;
- (c) "Investors" means nationals or companies of a Contracting Party who have effected or are effecting investment in the territory of the other Contracting Party;
- (d) "Nationals" means:
- (i) in respect of the Republic of India: persons deriving their status as Indian nationals from the law in force in India;
 - (ii) in respect of the Federal Republic of Germany: Germans within the meaning of the Basic Law of the Federal Republic of Germany;
- (e) "Returns" means the monetary returns yielded by an investment, such as profits, interest, dividends, royalties and fees;
- (f) "Territory" means:
- (i) in respect of the Republic of India: the territory of the Republic of India including its territorial waters and the airspace above it and other maritime zones including the Exclusive Economic Zone and continental shelf over which the Republic of India has sovereignty, sovereign rights or jurisdiction in accordance with its laws in force, the 1982 United Nations Convention on the Law of the Sea or Public International Law;
 - (ii) in respect of the Federal Republic of Germany: the territory of application of the law of the Federal Republic of Germany and the territory where international law permits the Federal Republic of Germany to exercise sovereign rights or jurisdiction.

Article 2

Scope of the Agreement

This Agreement shall apply to all investments made by investors of either Contracting Party in the territory of the other Contracting Party, whether made before or after the coming into force of this Agreement.

Article 3

Promotion and Protection of Investment

(1) Each Contracting Party shall encourage and create favourable conditions for investors of the other Contracting Party and also admit investments in its territory in accordance with its law and policy.

(2) Each Contracting Party shall accord to investments as well as to investors in respect of such investments at all times fair and equitable treatment and full protection and security in its territory.

(3) Neither Contracting Party shall place any constraints on the international movement of goods or persons directly connected with an investment being transported subject to bilateral or international agreements governing such transports, which are in force between the Contracting Parties.

Article 6
Compensation for Losses

Investors of one Contracting Party whose investments in the territory of the other Contracting Parties suffer losses owing to war or other armed conflict, a state of national emergency or civil disturbances, shall be accorded by the latter Contracting Party treatment, as regards compensation, restitution, indemnification or other forms of settlement, no less favourable than that which the latter Contracting Party accords to its own investors or investors of any third State. Any payments made under this Article shall be freely transferable.

Article 9
Investment Disputes

(1) Any dispute between an investor of one Contracting Party and the other Contracting Party in connection with an investment in the territory of the other Contracting Party shall, as far as possible, be settled amicably through negotiations between the parties to the dispute. The party intending to resolve such dispute through negotiations shall give notice to the other of its intentions.

(2) If the dispute cannot be thus resolved as provided in paragraph 1 of this Article within six months from the date of notice given thereunder, then the dispute may be referred to conciliation in accordance with the United Nations Commission on International Trade Law Rules on Conciliation, 1980, if both parties agree. If either party does not agree to conciliation or if conciliation fails, either party may refer such dispute to arbitration in accordance with the United National Commission on International Trade Law Rules on Arbitration, 1976, subject to the following provisions:

(a) in respect of conciliation proceedings, there shall be two conciliators, one each appointed by the respective parties;

(b) in respect of arbitration proceedings, the following shall apply:

(i) The arbitral tribunal shall consist of three arbitrators. Each party shall select an arbitrator. These two arbitrators shall appoint by mutual agreement a Chairman who shall be a national of a third State which has diplomatic relations with the Governments of the parties to the dispute. The arbitrators shall be appointed within two months from the date on which one of the parties to the dispute in forms the other of its intention to submit the dispute to arbitration;

(ii) The arbitral award shall be made in accordance with the provisions of this Agreement, the relevant national laws including the rules on the conflict of

- laws of the Contracting Party where the investment dispute arises as well as me generally recognised principles of international law;
- (iii) If the necessary appointments are not made within the period specified in paragraph (2) CD) (i), either party may, in the absence of any other agreement, request the Secretary General of the International Centre for the Settlement of Investment Disputes to make the necessary appointments;
 - (iv) The tribunal shall reach its decision by a majority of votes;
 - (v) The decision of the arbitral tribunal shall be final and binding and the parties shall abide by and comply with the terms of its award. The award shall be enforced in accordance with national laws of the Contracting Party where the investment has been made;
 - (vi) The arbitral tribunal shall state the basis of its decision and state reasons upon the request of either party;
 - (vii) Each party concerned shall bear the cost of its own arbitrator and its representation in the arbitral proceedings. The cost of the Chairman in discharging his arbitral function and the remaining costs of the tribunal shall be borne equally by the parties concerned. The Tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two parties, and this award shall be binding on both parties;
 - (viii) During conciliation or arbitration proceedings or the enforcement of an award, the Contracting Party involved in the dispute shall not raise the objection that the investor of the other Contracting Party has received compensation under an insurance contract in respect of all or part of the damage. In this case the other Contracting Parties will respect the award made in the arbitration or conciliation proceedings and shall not initiate fresh proceedings for the same matter as covered in the award.

Article 10

Disputes between the Contracting Parties

- (1) Disputes between the Contracting Parties concerning the interpretation or application of this Agreement should, if possible, be settled through negotiations.
- (2) If a dispute between the Contracting Parties cannot be settled after six months, it shall upon the request of either Contracting Party be submitted to arbitration.
- (3) The arbitral tribunal shall consist of three arbitrators. Within two months of receipt of the request for arbitration, each Contracting Party shall appoint one arbitrator and within two months from then the Contracting Parties shall appoint a third arbitrator who shall be the Chairman of the tribunal.
- (4) If within the periods specified in paragraph (3) of this Article the necessary appointments have not been made, either Contracting Party may, in the absence of any other agreement, invite the President of the International Court of Justice to make such appointments. If the President is a national of either Contracting Party or if he is otherwise not able to discharge the function, the Vice-President shall be invited to make the necessary appointments. If the Vice-President is a national of either

Contracting Party or if he too is unable to discharge the function, the Member of the International Court of Justice next in seniority who is not a national of either Contracting Party shall be invited to make the necessary appointments.

- (5) The arbitral tribunal shall reach its decision by a majority of votes. Such decision shall be binding on both Contracting Parties. Each Contracting Party shall bear the cost of its own member of the tribunal and of its representation in the arbitral proceedings and half of the costs of the Chairman and the remaining costs. The tribunal may, however, in its decision direct that a higher proportion of costs shall be borne by one of the two Contracting Parties. The tribunal shall determine its own procedure.

Article 11
Applicable Laws

All investments shall, subject to this Agreement, be governed by the laws in force in the territory of the Contracting Party in which such investments are made.

Article 12
Prohibitions and Restrictions

Nothing in this Agreement shall prevent either Contracting Party from applying prohibitions or restrictions to the extent necessary for the protection of its essential security interests, or for the prevention of diseases and pests in animals or plants.

Article 13
Application of other Rules

(1) If the provisions of law of either Contracting Party or obligations under international law existing at present or established hereafter between the Contracting Parties in addition to the present Agreement containing rules, whether general or specific, entitling investments by investors of the other Contracting Parties to a treatment more favourable than is provided for by the present Agreement, such rules shall, to the extent that they are more favourable, prevail over the present Agreement.

(2) Each Contracting Party shall observe any other obligation it has assumed with regard to investments in its territory by investors of the other Contracting Party, with disputes arising from such obligations being only redressed under the terms of the contracts underlying the obligations.

Article 14
Entry into Force

This Agreement shall be subject to ratification and enter into force on the date of exchange of Instruments of Ratifications.

Article 15
Duration and Termination

This Agreement shall remain in force for a period of ten years, Thereafter, it shall continue to be in force until the expiry of twelve months from the date on which either Contracting Party shall have given written notice of termination to the other; provided that in respect of investments made while the Agreement is in force, its provisions shall continue to be in effect with respect to such investments for a period of fifteen years after the date of termination and without prejudice to the application thereafter of the rules of general international law. This Agreement shall be in force irrespective of whether or not diplomatic relations continue between the Contracting Parties.

In witness thereof the undersigned have signed this Agreement.

Executed at **BONN** on this **27th Day of May, 2016** in duplicate in the German, Hindi and English languages, each text being authentic. In case of divergence of interpretation the English text shall prevail.

For the
Federal Republic of Germany

For the
Republic of India

ANNEXURE II
APPLICATION FORM FOR ACCESS TO BIOLOGICAL
RESOURCES AND ASSOCIATED TRADITIONAL
KNOWLEDGE

Part – A

1. Full Particulars of the Applicant

(i) Name of Entity:

Globex India Private Limited

Authorised Representative:

Mr. Mukesh Agarwal (Managing Director)

(i) Permanent Address:

Galaxy Business Park, T 41-42, Sector 68, Bengaluru, Karnataka, India. PIN Code 560056.

(ii) Profile of the Organization:

Pharmaceutical Company

(iii) Nature of business:

Manufacturing and Marketing of Pharmaceuticals.

(iv) Turnover of the Organization:

2014- 2015: \$260 million

2015-2016: \$285 million

2. Details and specific information about nature of access sought and biological material and associated knowledge to be accessed:

(a) Identification of Biological Resources and its traditional use:

Scientific Name: '*Apodytes Nimmoniana*'

Common Name: '*Mappia foetida*'

(b) Geographical location of proposed Collection:

Shola Forests of Tamil Nadu.

(c) Description/ nature of traditional knowledge (oral/ documented):

Mappia foetida has been traditionally known to be useful for boosting the immune system of human beings, regardless of their age, however there is no specific knowledge with the community as to the extent and potential of the biological resource and its benefits.

(d) Any identified individual/ community holding the traditional knowledge:

Its medicinal properties are known to the members of the Shola Tribe; however there is no specific knowledge with the community as to the extent and potential of the biological resource and its benefits.

(e) Quantity of biological resources to be collected:

20000 KG

(f) Time span in which the biological resources is proposed to be collected:

July 2016 to July 2021

(g) Name and number of person authorized by the company for making the selection:

Dr. Rajeev Tripathi M. Pharm; Ph.D., Chief-Scientific Officer

(h) The purpose for which the access is requested including the type and extent of research, commercial use being derived and expected to be derived from it.

The purpose of access to the biological resource is to conduct research and development through various methods in biotechnology including genetic manipulation. The said resource is known to have medicinal properties but the potential of the same is unknown. If the research results in any new discovery/invention then the same may be used for commercial exploitation.

(i) Whether any collection of the resource endangers any component of biological diversity and the risks which may arise from the access.

There are no known risks involved to the biodiversity from the access of the said biological resource.

3. Details of any national institution which will participate in the Research and Development activities.

No. We intend to conduct the Research and Development in our private laboratories.

4. Primary destination of accessed resource and identity of the location where the R&D will be carried out.

Galaxy Business Park, T 41-42, Sector 68, Bengaluru, Karnataka, India. PIN Code 560056.

5. The economic and other benefits including those arriving out of any IPR, patent obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he/she belongs.

The Research may lead to invention/ discovery of new forms of compounds having potential for obtaining intellectual property rights and further commercialization.

6. The biotechnological, scientific, social or any other benefits obtained out of accessed biological resources and knowledge that are intended, or may accrue to the applicant or to the country that he/she belongs.

The Research may lead to invention/ discovery of new forms of compounds which may be having therapeutic properties and can be used for pharmacology thereby giving benefits to society.

7. Estimation of benefits that would flow to India/communities arising out of the use of accessed bio-resources and traditional knowledge.

The same is premature to be determined at this juncture.

However, based on a preliminary investigative study, we understand that the potential of Mappia Foetida is capable of providing curative benefits other than merely boosting the immunity, as known traditionally by the local communities.

8. Proposed mechanism and arrangements for benefit sharing.

Benefit Sharing will be done through monetary as well as non-monetary arrangements

**Part B
DECLARATION**

I/We declare that:

- Collection of proposed biological resources shall not adversely affect the sustainability of the resources;
- Collection of proposed biological resources shall not entail any environmental impact;
- Collection of proposed biological resources shall not pose any risk to ecosystems;
- Collection of proposed biological resources shall not adversely affect the local communities;

I/We further declare the Information provided in the application form is true and correct and I/we shall be responsible for any incorrect/wrong information.

Place: Bengaluru
Date: April 26, 2016

Signature.....
Name: Mr. Mukesh Agarwal
Title: Managing Director

ANNEXURE III

AGREEMENT FOR ACCESS AND BENEFIT SHARING

*(Form-I - Access for Research or Bio-survey & Bio-utilization and/or Commercial Utilization)
(Under the Biological Diversity Act, 2002 and Rules, 2004 and Guidelines on ABS Regulations, 2014)*

This Agreement is made and entered on this 4th day of July 2016 at Chennai, India

Between

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

And

Globex India registered/incorporated in India having its registered office at Galaxy Business Park, T 41-42, Sector 68, Bengaluru, Karnataka 560056.(hereafter the "**Applicant**"), acting through and represented by Mr. Mukesh Agarwal (Managing Director)being the person authorized 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 IBA is the authority established under the Biological Diversity Act, 2002 (hereafter "**the Act**") authorized 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 practice associated with their use;

WHEREAS the Applicant has submitted an application in Form I (Appl. No 125/2016) dated April 26, 2016 under the Biological Diversity Rules, 2004 (hereafter the "Rules, 2004") to seek prior approval from IBA;

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 IBA;

2. Terms and Conditions of the Agreement

2.1) Grant of approval

The IBA hereby grants approval for accessing biological resource and/or associated knowledge as described in Annex A for the purpose of research or bio survey and bio-utilization and/or commercial utilization 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 Annexes.

2.3) Period

2.3.1) *Period of Access* - The Applicant shall obtain the approved biological resources within a period of three years from the effective date of this Agreement. This period of access maybe' extended by way of an amendment under clause 13 of this Agreement.

2.3.2) *Period of Agreement* - This Agreement shall remain in force for a period of three years from the effective date of this Agreement. The period of this Agreement may be extended by way of an amendment to this Agreement under clause 13 of this Agreement.

2.3.3) Notwithstanding the above, this Agreement shall remain in force until the Applicant fulfils all the obligations as required under this Agreement.

However, with respect to the benefit sharing obligations, the Applicant shall share benefits as specified under Schedule A of this Agreement as long as the Applicant derives monetary benefits out of the utilisation of the approved quantity of biological resources.

2.4) Transfer to third party or by operation of law

The rights conferred under this Agreement and the approval granted is non-transferable and non-assignable to any third party except as provided by law.

3. Obligations of the Applicant

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

3.2) The Applicant shall also pay such sum, if any, as levied by the Biodiversity Management Committee(s) for accessing or collecting the approved quantity of biological resources from its/their concerned jurisdiction(s).

- 3.3)** The permission granted to the Applicant is limited to that granted by the IBA in Annex-B of Schedule B of this Agreement. All other activities of the Applicant which require IBA's prior approval will need to be applied separately in the concerned Form under Rules, 2004.
- 3.4)** The Applicant shall minimize environmental impacts of collecting activities.
- 3.5)** 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.
- 3.6)** 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 IBA within 90 days from the completion of that event. Subsequent to the said intimation IBA shall decide whether this Agreement shall be amended as per clause 13 or a fresh approval is required. IBA's decision in this regard shall be final.
- 3.7)** The Applicant shall have India as its first source of supply and/or cultivation of biological resources for the commercial utilization of biological resources/ commercialization of IPR as the case may be.
- 3.8)** 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.
- 3.9)** The Applicant shall keep all the relevant records that serve as a proof of the monetary benefits shared by the Applicant with IBA or the concerned benefit claimers as the case may be, together with supporting documents. This may be submitted to IBA as specified from time to time and such records shall be retained for at least three (3) years after the termination of this Agreement.
- 3.10)** The Applicant shall keep all the relevant records that serve as a proof of the non-monetary benefits shared by the Applicant with IBA or the concerned benefit claimers as the case may be, which may include documents, photographs, statements by benefit claimers, news articles etc. This may be submitted to IBA as specified from time to time and such records shall be retained for at least three (3) years after the termination of this Agreement.

- 3.11) IBA 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.
- 3.12) In case the Applicant intends to commercially utilize the biological resources for which access was approved under this Agreement, the Applicant shall take prior approval of IBA.
- 3.13) In case the activities lead to an invention and an application for an IPR is made, prior approval of the IBA shall be obtained as required under Section 6 of the Act.
- 3.14) *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 IBA.
- 3.13.2) Non-submission of the status report within the stipulated time period in relation to commercial utilization of biological resources and/or knowledge associated thereto will be construed as a breach for which penalty may be imposed by IBA under clause 6 of this Agreement.
- 3.15) *Deposit of voucher specimen*–
The Applicant shall deposit the voucher specimen of biological material/type specimens in the institutions notified as designated repositories by the Central Government and the receipt received from such designated repository shall be submitted to IBA within 30 days from the date of first access of the approved biological resources.
- 3.16) The Applicant shall not transfer the results of Research to any person without IBA's prior Approval.

4. Fair and Equitable Benefit Sharing

- 4.1 The Applicant shall share benefits as per Schedule A in monetary and non-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 "**Indian 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 IBA:

The Secretary, IBA, 5th Floor, TIDEL Bio Park, CSIR, Annanagar, Chennai - 600 113, Tamil Nadu, India. secretary@IBA.nic.in

If to the Applicant:

Globex India, Galaxy Business Park, T 41-42, Sector 68, Bengaluru, Karnataka. PIN Code 201310.

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 IBA has prima facie evidence to the effect that the Applicant has committed a breach of any of the terms of this Agreement, IBA 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 IBA.

6.3) Upon receiving such explanation from the Applicant, IBA shall take into account the explanation and decide if there is a breach committed by Applicant or not. In the event that the IBA does not receive such explanation from the Applicant, IBA shall send final notice to the Applicant. If the Applicant responds within 30 days, IBA 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 IBA or in the event that IBA decides that there is a breach of this Agreement, IBA 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 IBA 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 IBA under this clause shall be in addition to any recovery of any monetary benefits due, compliance with directions or orders issued by IBA 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 IBA in the form of a notice stating valid reasons for the same. On receipt of the same, it shall be the discretion of IBA to accept the reasons specified by the Applicant or not. In the event of its decision to terminate, IBA shall intimate to the applicant by way of a notice within 90 days of making the decision. On receipt of such a notice from IBA, the applicant shall comply with clause 8.3.
- 7.3) Upon termination of the Agreement, the Applicant shall :
- 7.3.1) Immediately cease all use of biological resources and/ or knowledge associated thereto.
 - 7.3.2) 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) IBA 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 IBA or under the Act and Rules, 2004.
- 7.5) In case of death of the Applicant, before the term of this Agreement or before the termination of this Agreement due to factors mentioned in clauses above, the Agreement shall stand terminated and all the obligations of the Applicant ceases to exist.

8. Liabilities and Indemnification

- 8.1)** IBA 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 IBA 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 IBA 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 IBA 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 or 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, IBA 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 IBA 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 IBA 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 IBA.

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 principles of conflict 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 10, 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

15.1) 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.

15.2) This Agreement has been executed in duplicate, each of which shall be deemed to be original; one shall be retained by the IBA 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.

.....
Signed by the Authorized person of the
Authority

.....
Signed by the Applicant

For Indian Biodiversity Authority

For the Applicant

Witnesses
1. Signature
Name
Address

2. Signature
Name
Address

Witnesses
1. Signature
Name
Address

2. Signature
Name
Address

SCHEDULE A - BENEFIT SHARING COMPONENT

[Applicable in case of Form I for research or bio-survey and bio-utilization]

The applicant agrees to pay an upfront payment as decided by IBA from time to time on a case to case basis in accordance with the Act and Guidelines prepared for this purpose.

Applicable in case of Form I or commercial utilization

In case of benefit sharing in monetary mode

In case of no prior negotiation. The Applicant being a [trader/manufacturer] having purchased the biological resources directly from [Joint Forest Management Committee/Forest Dweller/ Tribal cultivator/ Gram Sabha], has agreed for a benefit sharing obligation of 0.1 to 0.5 % of the annual ex-factory sale of the product which shall be worked out based on annual gross ex-factory sale minus government taxes.

AND

In case of benefit sharing in non-monetary mode

The Applicant has agreed for a benefit sharing obligation in the form of non-monetary benefits as approved by IBA in the following manner:

- a) Providing institutional capacity building, including training on sustainable use practices, creating infrastructure and -undertaking development of work related to conservation and sustainable use of biological resources;
- b) Transfer of technology or sharing of research and development results with Indian institutions/ individuals/ entities;
- c) Strengthening of capacities for developing technologies and transfer of technology to India and/ or collaborative research and development programmes with Indian institutions/ individuals/ entities;
- d) Contribution/ collaboration related to education and training in India on conservation and sustainable use of biological resources;

- e) Location of production, research, and development units and measures for conservation and protection of species in the area from where biological resource has been accessed, contributions to the local economy and income generation for the local communities;
- f) Sharing of scientific information relevant to conservation and sustainable use of biological diversity including biological inventories and taxonomic studies;
- g) Conducting research directed towards priority needs in India including food, health and livelihood security focusing on biological resources;
- h) Providing scholarships, bursaries and financial aid to Indian institutions/individuals preferably to regions, tribes/ sects contributing to the delivery of biological resources and subsequent profitability if any;
- i) Setting up of venture capital fund for aiding the cause of benefit claimers;
- j) Payment of monetary compensation and other non-monetary benefits to the benefit claimers as the IBA may deem fit.

ANNEXURE IV

**NOTIFICATION DECLARING THE SHOLA FORESTS AS A
NATIONAL PARK UNDER THE WILD LIFE (PROTECTION)
ACT, 1972**

Endt. No. K3/62177/88-7

Office of Principal Chief Conservator of Forests,
79E/81 Anna Salai, Madras 6.
Dated 19.04.2017

K. Gupta, I.F.S
Principal Chief Conservator of Forests.

NOTIFICATION

In exercise of the powers conferred by section (1) of section 35 of the Wildlife (Protection) Act, 1972 (Central Act 53 of 1972), the Governor of Tamil Nadu hereby declares his intention to constitute the areas specified in the schedule and delineated in the map kept in the offices of the Principal Chief Conservator of Forests, Madras, Chief Wildlife Warden, Pollachi and District Forest Officer, Dindigul as National Park called the "Shola National Park" for the purposes of protecting, propagating and developing wildlife and their habitat.

THE SCHEDULE

- | | |
|-------------------------|----------------|
| 1. Name of the District | :Dindigul |
| 2. Name of the Taluk | :Valpatai |
| 3. Name of the habitat | :Grass hill |
| 4. Area | :3022. 50 ha |
| 5. Name of the Range | :Nilgiri Range |

Sd.
V. Ramchandaran
Commissioner and Secretary to Government

Endorsement: Communicated

Sd.
K.Gupta
Principal Chief Conservator of Forests.

ANNEXURE V**FORM III OF THE BIOLOGICAL DIVERSITY RULES, 2004**
FILED BY GLOBEX INDIA DATED OCTOBER 18, 2017**FORM-III****APPLICATION FOR SEEKING PRIOR APPROVAL OF INDIAN BIO-DIVERSITY
AUTHORITY FOR APPLYING FOR INTELLECTUAL PROPERTY RIGHT.****9. Full Particulars of the Applicant****(v) Name of Entity:**

Globex India Private Limited

Authorised Representative:

Mr. Mukesh Agarwal (Managing Director)

(ii) Permanent Address:Galaxy Business Park, T 41-42, Sector 68, Bengaluru, Karnataka, India. PIN
Code 560056.**(vi) Profile of the Organization:**

Pharmaceutical Company

10. Details of the invention on which IPRs sought

Application is made for seeking permission to apply for Patent

11. Details of biological ResourcesScientific Name: '*Apodytes Nimmoniana*'Common Name: '*Mappia foetida*'**12. Geographical location from where the biological resources used in the invention
are collected**

The Biological Resource has been collected from the Shola Forests in Tamil Nadu.

**13. Details of any traditional knowledge used in the invention and any identified
individual/ community holding the traditional knowledge**

Mappia foetida' has been traditionally known to be useful for boosting the immune system of human beings, regardless of their age.

Its medicinal properties are known to the members of the Shola Tribe; however there is no specific knowledge with the community as to the extent and potential of the biological resource and its benefits.

Through Research and Development, Globex India has identified that the extracts from *Mappia Foetida* are essential to develop the chemical compound of

‘Camptothecin’, developed by us, that has essential anti-tumour medicinal properties that can be a boon to various cancer patients.

14. Details of Institution where Research and Development Activities carried out

The Research and Development activities have been carried out at the private laboratories of Globex India at the Bengaluru and Dindigul.

15. Details of economic, biotechnological, scientific or any other benefits that are intended or may accrue to the applicant due commercialization of the invention.

The novel compound is anticipated to have pharmacological value and hence the applicant desires to commercially exploit the invention.

‘Camptothecin’, developed by us, that has essential anti-tumour medicinal properties that can be a boon to various cancer patients.

DECLARATION

We declare the information provided in the application form is true and correct and we shall be responsible for any incorrect/ wrong information.

Place: Chennai
Date: October 18, 2017

Signature.....
Name: Mr. Mukesh Agarwal
Title: Managing Director

ANNEXURE VI

**SHOW CAUSE NOTICE ISSUED BY IBA DATED NOVEMBER
20, 2017**

INDIAN BIODIVERSITY AUTHORITY

(An Autonomous and Statutory Body of the Ministry of Environment, Forest and Climate
Change, Government of India)

IBA/2016-2017/NOV/1326

November 20, 2017

To

Globex India Private Limited

Bengaluru

Dear Sir,

Sub: Show Cause Notice

This is in reference to your application seeking approval to make a patent application for the drug 'Camptothecin' filed in Form III before us as on October 18, 2017.

We are considering the rejection/revocation of the on grounds that '*Mappia foetida*' is a rare and endangered species of biological resource and under threat of extinction therefore patenting and further commercialisation of the same cannot be allowed.

Kindly show-cause, why the same should be allowed thereof.

Regards

Sd.-

CHAIRPERSON

5th Floor, TIDEL Bio Park, CSIR, Annanagar, Chennai - 600 113

ANNEXURE VII

**REJECTION OF FORM III ORDER PASSED BY THE INDIAN
BIODIVERSITY AUTHORITY DATED DECEMBER 21, 2017**

INDIAN BIODIVERSITY AUTHORITY

(An Autonomous and Statutory Body of the Ministry of Environment, Forest and Climate
Change, Government of India)

IBA/2016-2017/DEC/16

December 21, 2017

To

Globex India Private Limited

Bengaluru

Dear Sir,

Sub: Refusal of Permission to apply for protection of Intellectual Property

This is in reference to your application in Form III dated October 18, 2017 in respect of your invention through use of "*Mappia foetida*", found to be a rare and endangered species and based on the observation under Conservation Assessment and Management Plan (CAMP) process, the Central Government has proposed to notify the same under Section 38 of the BDA.

The medicinal properties are further identified to be a part of the Traditional Knowledge of the local dwellers in the Shola Region.

As such we regret to inform that the permission for application for Intellectual Property and commercial exploitation thereof cannot be accorded.

Regards

Sd.-

CHAIRPERSON

5th Floor, TIDEL Bio Park, CSIR, Annanagar, Chennai - 600 113

ANNEXURE VIII

**REVOCATION OF ABS AGREEMENT ORDER PASSED BY THE
INDIAN BIODIVERSITY AUTHORITY DATED JANUARY 5,
2018**

INDIAN BIODIVERSITY AUTHORITY

(An Autonomous and Statutory Body of the Ministry of Environment, Forest and Climate
Change, Government of India)

IBA/2016-2017/JAN/02

January 5, 2018

To

Globex India Private Limited

Bengaluru

Dear Sir,

Sub: Revocation of access or approval

This is in reference to our approval for access under rule 15 dated July 4, 2016.

We hereby revoke the written agreement under the following criteria:-

**“On account of overriding public interest or for protection of environment and conservation of
biological diversity”**

We regret to inform that any such access hereinafter will attract penal consequences under the
Biodiversity Act, 2002.

Regards

Sd.-

CHAIRPERSON

5th Floor, TIDEL Bio Park, CSIR, Annanagar, Chennai - 600 113

IMPORTANT DUE-DATES FOR THE COMPETITION

Release of Moot Problem	November 19, 2018
Last date to seek clarifications	December 25, 2018
Last date for receiving physical copies of Registration Form and Fees	January 26, 2019
Date of Team Code allotment	January 28, 2019
Last date for submission of Memorials (soft copy)	February 1, 2019
Announcement of Memorial Results	February 10, 2019
Submission of Memorials (physical copies)	February 20, 2019
Moot Court Competition	February 20-22, 2019

All Participants are required to strictly adhere to the aforementioned due-dates.

RULES OF THE MOOT COURT COMPETITION

1. DEFINITION:

- 1.1 “Moot Court Competition” or “Competition” shall mean UNDP-GEF-NLSIU-CEERA Biological Diversity Law Moot Court Competition 2019 to be held on February 20-22, 2019.
- 1.2 “Organizers” or “Organizing Committee” shall mean the members of CEERA, NLSIU.
- 1.3 “Researcher” shall mean the non-speaking participant of Each Team.
- 1.4 “Speaker(s)” shall mean Counsel and Co-Counsel of Each Team.
- 1.5 “Team” shall mean the three members, comprising of Counsel, Co-Counsel and Researcher

2. PARTICIPATION & ELIGIBILITY

- 2.1 The Moot Court Competition is open to all students enrolled in a fulltime undergraduate/ postgraduate law course provided by a recognised College/Institution/University in India or abroad.
- 2.2 Each College/Institution/University shall be represented by only one team at the Competition.
- 2.3 Each team shall comprise of three members; Counsel, Co-Counsel and Researcher (Hereinafter, “designated category of participant”). **Team Coach or any other additional member shall not be regarded as a Participant.**
- 2.4 There shall be a preliminary screening based on the memorials submitted by the Participating Teams, and only such teams selected under Clause 5 of these Rules shall be allowed to advance and participate in the Oral Rounds.

3. ANONYMITY

- 3.1 Participating Teams must strictly maintain anonymity of their institution during the Competition.
- 3.2 Each Team will be provided with a Team Code, which shall be used throughout the competition, until the declaration of results.
- 3.3 Each Team member must at all rounds of the Competition represent themselves only by stating their Team Code, and designated category of participant. **The name of institution of the team shall not be stated at any round.**
- 3.4 Violation of the above rule **may result in immediate disqualification** of the Team.

4. ACCOMODATION

- 4.1 Accommodation shall be provided to the designated category of participants of each team between 05:00 PM on February 20, 2019 to 09:00 AM on February 23, 2019. Teams that intend to arrive prior to or leave after the specified duration shall make their own arrangements.
- 4.2 Accommodation shall be provided on sharing-basis and no independent accommodation is available.
- 4.3 The Accommodation shall be provided in the Learning Centre or Hostel of NLSIU only.

5. REGISTRATION

- 5.1 **Registration fee:** Teams intending to participate in the Competition shall register on or before January 26, 2019 with a Registration Fees of INR 10,000/- per institution/team. The mode of payment of Registration Fees shall be only through **NEFT transfer**. The Bank Account and other details are contained in the Registration Form.
- 5.2 All Foreign teams shall pay an amount equivalent to INR 10,000/- through normal banking channels without passing of the risks or burden of any foreign currency.
- 5.3 Every Team shall send a scanned copy of the duly filled-in Registration Form, along with a soft-copy of the **NEFT Transaction ID** containing the payment details for the Registration Fee to susheela@nls.ac.in with the subject of the mail being “Registration for NLS-UNDP 2019 MOOT”
- 5.4 The **physical copies** of the duly filled-in Registration Form and receipt of NEFT Transfer details shall be sent to Ms. Susheela, CEERA, NLSIU, National Law School of India University, Nagarbhavi, Bengaluru, Karnataka, India by 23:59 hours on or before January 26, 2019.
- 5.5 At no point of the competition, the participating team would be allowed to withdraw their registration.
- 5.6 Kindly refer the Registration Form for further details.

6. MEMORIAL ROUNDS

- 6.1 Each Team must prepare one Memorial on behalf of the Petitioner and one on behalf of the Respondent.
- 6.2 The soft copy of the Memorials shall be sent to ceera@nls.ac.in with the subject of the mail being “Memorials for NLS-UNDP 2019 MOOT” by 23:59 on February 1, 2019.
- 6.3 The soft copy of the Memorials shall be submitted in **both** in Microsoft Word Document 2010/ 2013 format (.doc/.docx) as well as in PDF format.
- 6.4 Teams must submit 4 physical copies of the Memorial for each side on February 20, 2019.
- 6.5 The content of the soft copy of the Memorials earlier submitted must not differ with the content of the physical copies of the Memorial.
- 6.6 The Teams may carry personal copies of their Memorials for their own reference, however the copies submitted as per Rule 6.4 shall not be shared with the Participants, who submit the same.
- 6.7 The Memorials shall be marked and submitted solely with the Team Code assigned to the Team.
- 6.8 The Memorials shall not, in any manner, disclose any fact pertaining to the identity of the Team, its participants, or the College/Institution/University represented thereof.
- 6.9 The Cover Page of a Memorial shall be in the manner provided under Rule 6.11.
- 6.10 The Memorials(excluding the cover page) shall adhere to the following mandatory specifications:
 - a) Page Size: A4
 - b) Font type: Times New Roman
 - c) Font size: 12; For footnotes Font Size will be 10
 - d) Line spacing: 1.5; For footnotes Line spacing will be 1
 - e) Body of text: Justified
 - f) Margin of 1 inch on each side of each page
 - g) The citation should follow the 20th edition of the Blue Book. Speaking Footnotes or Endnotes are not allowed

- 1.1 CONTENTS OF COVER PAGE (Blue for Petitioner and Red for Respondent):
Please find below the format of the Cover Page



UNDP-GEF NLSIU-CEERA



BIOLOGICAL DIVERSITY LAW

MOOT COURT COMPETITION

2019

{Case Number: To be filled by Participants}

{CAUSE TITLE: To be filled by Participants}

Memorial for {Petitioner/Respondents}

TEAM CODE: _____

Counsel:

Co-Counsel:

Researcher:

- 6.11 The Memorials must be spiral bound only and shall be printed on both sides (excluding the back side of the cover page)
- 6.12 The Arguments advanced must not exceed 25 pages. Failure to adhere to this rule will result in deduction of marks.
- 6.13 Memorials shall be marked on a scale of 100 marks as per the following criteria:

Knowledge of Law and Facts	25 Points
Proper and Articulate Analysis	25 Points
Extent and Use of Research	20 Points
Clarity and Organization	20 Points
Grammar and Style	10 Points

- 6.14 The Teams that secure an Average Score of 50 percent in the Memorial Rounds shall advance to the Oral Rounds.
- 6.15 The Marks assigned by the Evaluators shall be final and binding, without any provision of revision, and the details of the Evaluators shall be kept strictly confidential.
- 6.16 A Refund of INR 7,000 of the Registration Fee shall be made to the Participating Team by way of NEFT Transfer, who fail to qualify for the Oral Rounds.
- 6.17 **NOTE: The refund amount would be transferred to the same bank account from where the Registration Amount was paid.**

7. ORAL ROUNDS

- 7.1 The teams who successfully qualify the Memorial Rounds shall be informed about their selection, on February 7, 2018 to submit and shall be required to submit the physical copies of the memorials, in accordance with Rule 6.4, on or before February 20, 2019.
- 7.2 **General:**
- There shall be preliminary rounds for all teams that qualify for the Oral Rounds, a semi-final with Top Four Teams that qualify in the Preliminary Rounds and One final Round with the Two Winning Teams in the Semi-Final Rounds.
 - The dress code for the Competition shall be White Shirt with Black Blazers and Black Formal Trousers/Formal Skirts, respectively.
 - The mode of communication shall be **English** only.
 - The Researcher shall not be allowed to speak during the Oral Submissions before the Judges, but however is permitted to make written representations to the Counsel and Co-Counsel.

- e) All Team members may pass research material, other written materials or notes to the Speaker who may be speaking, in a discreet manner, without disturbing the decorum of the court.
- f) Participating Teams shall not be allowed to observe the oral rounds of another Team, unless they have been officially eliminated from the Competition. SCOUTING AND ALL SUCH RELATED ACTIVITIES ARE STRICTLY PROHIBITED. Any team found indulging in such activities shall be immediately disqualified.

7.3 Procedure for oral submissions:

- a) Each round shall be for maximum one hour duration.
- b) Oral submissions shall be made in the following order.
 - i. Counsel for Petitioner
 - ii. Co-Counsel for Petitioner
 - iii. Counsel for Respondent
 - iv. Co-Counsel for Respondent
 - v. Rebuttal by Petitioner
 - vi. Surrebuttal by Respondent
- c) Each team will get 20 minutes to make their submissions and another 5 minutes for Rebuttal and Reply to Rebuttal as the case may be.
- d) No single member of a Team may take more than 12 Minutes to make oral submissions. Teams may allocate time for making oral submissions amongst their Speakers as per their convenience.

7.4 Preliminary Rounds:

- a) There shall be a Preliminary Round on 21st February, 2019 and every Team shall argue for either side i.e. the Petitioner or the Respondent depending upon the outcome of draw of lots.
- b) Lots for the Preliminary Rounds shall be drawn by the Organizing Committee and shall be final.
- c) In case any opponent Team fails to appear in one of the Oral Rounds, the round shall be conducted ex-parte and the scoring shall be done as if the defaulter Team had been present and arguing.
- d) Qualification to the Semi-Final: The Qualification to Semi-Final Rounds shall be based on an Average of the sum total of the Memorial Scores and the Scores obtained in the Oral Rounds.
- e) The top four teams shall advance to the semi-final round.
- f) In case of a tie the team with higher memorial marks will advance to the semi-final.

7.5 Semi Finals:

- a) The Semi-Finals will be held on 21st February, 2019. A Team will be credited with a “Win” in the Semi-Finals if the total marks are higher than that of its opponent’s Team.
- b) The side to be presented by the Team shall be determined by the Draw of Lots with the teams picking the Lots after the completion of Preliminary Rounds.
- c) The two winning Teams from the semi-finals shall proceed to the Final Round.

7.6 Finals:

- a) The Finals will be held on 22nd February, 2019.
- b) Final Rounds shall be followed by the Valedictory Session that shall conclude with declaration of results.
- d) The Winner of the Final Round shall be declared as the Winner of the Competition. A Team will be credited with a “Win” in the Finals if the total marks are higher than that of its opponent’s Team.

7.7 Evaluation of oral rounds: The oral rounds shall be evaluated as per the following criteria:

Analysis of Law	20 points
Application of Law to facts	20 points
Skill of advocacy, persuasiveness and response to questions	20 points
Time Management and Organization	20 points
General Impression and Court Etiquette	20 points

8. AWARDS:

8.1 All Participating Teams are entitled to a Certificate of Participation.

8.2 Special Awards:

- 8.2.1 Winners
- 8.2.2 Runners-Up
- 8.2.3 Best Advocate
- 8.2.4 Best Memorial for Petitioner
- 8.2.5 Best Memorial for Respondent.

8.3 The Winners of the Moot Competition and the Runners-up will be awarded with a Trophy.

9. MISCELLANEOUS :

- 9.1 The Organizers reserve the right to amend, modify or repeal any of the Rules of the Moot Competition. Changes in the Rules, if any, shall be communicated to the Participants in a timely manner.
- 9.2 The Organizers reserve the right to take decisions on any subject not mentioned in the Rules, including Disqualification for non-abiding of the rules thereof.
- 9.3 In case of any discrepancies or doubts regarding the Rules, the decision of the organizers shall be final and binding.
- 9.4 The competition is organised in order to foster education and research in Biological Diversity Law, and the Participants at the submission of the Registration Form, hereby agree that in case of any dispute, in connection with the competition, the matter shall be settled by means of **an Appeal to the Vice-Chancellor, NLSIU**, whose decision shall be Final and Binding

PART-B: INSTITUTION DETAILS:

Name of College/Institution/University:

Address:

FACULTY-IN-CHARGE

Name:

Position:

Contact Number:

Signature

Institution Seal

PART-C: PAYMENT OF REGISTRATION FEE DETAILS

NEFT Transaction ID:

NEFT Transaction Date:

Kindly send a **scanned copy** of the Registration Form and NEFT Transaction ID to **Ms. Susheela** at **email id: susheela@nls.ac.in**.

The **original document** of the Registration Form shall be sent via courier/post to:

Ms. Susheela
CEERA, NLSIU
National Law School of India University,
Nagarbhavi, Bengaluru 560 072

ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

DETAILS OF ACCOUNT HOLDER:-

NAME OF ACCOUNT HOLDER	DIRECTOR NLSIU SCHEMES AND PROJECTS
COMPLETE CONTACT ADDRESS	NATIONAL LAW SCHOOL OF INDIA UNIVERSITY, P.B.NO.7201, NAGARBHAVI BENGALURU-560072
TELEPHONE NUMBER/FAX/MAIL	23213160, 23160532, 23160533 / Fax 23160534/ registrar@nls.ac.in
PAN	AAAJN0185F

BANK ACCOUNT DETAILS:-

BANK NAME	CORPORATION BANK
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	NLSIU BRANCH, NLSIU CAMPUS, NAGARBHAVI, BENGALURU – 560072, Ph: 080-23218130 & 23218115, EMAIL – cb2144@corpbank.co.in
<u>IFSC CODE/ NEFT CODE/ RTGS CODE/ BRANCH CODE</u>	CORP0002144
TYPE OF BANK ACCOUNT (SB/ CURRENT/ CASH CREDIT)	SAVINGS BANK
COMPLETE BANK ACCOUNT NUMBER (LATEST)	520101045115075
MICR CODE OF BANK	560017060