**INCUBATION AGREEMENT**

This Incubation Agreement (the “Agreement”) is executed at Kanpur, Uttar Pradesh, India on **…… ………..**  (“Execution Date”)

**By and Between**

**Indian Institute of Technology Kanpur**, a research and educational institution of national importance, established under the Institute of Technology Act, 1961, enacted by the Parliament of Republic of India registered under the Societies Registration Act 1860, having its office at P.O. IIT Kanpur, Kalyanpur, Kanpur, U.P.-208016, India, (hereinafter referred to as the “Incubator” or “IITK” which term shall unless repugnant to the context include its successor, representatives, administrators and permitted assign) and represented through its authorized signatory Prof. S. Ganesh, Dean R&D

**AND**

**………………………………..**, a private limited company incorporated under the provisions of the Companies Act, 2013 with its registered office at ……………………, India (Herein after called as “**I**ncubatee’’ or “the Company” which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) and represented through its authorized signatory Mr. Ankit Agarwal resident of India of the **OTHER PART**.

The Incubator and the Incubatee are each a “Party” and collectively the “Parties” and any person that is not a signatory to this Agreement shall be referred to as a “Third Party”

**WHEREAS:**

1. The Incubator (IITK) administers a technology business incubator that provides support for technology – based entrepreneurship. The objective of the Incubator is primarily to promote partnership with new technology entrepreneurs and start-up companies and provide access to industry-specific development resources through its connection to the Institute and Institute’s academic and programmatic resources (the “**Program**”).
2. The Incubator provides Incubation Services (as defined hereafter) to different start-ups and has established an incubation centre at IITK Campus (“Centre”) with a mission to develop industry in the knowledge and technology based areas and aims at creating a complete and comprehensive ecosystem to promote and nurture innovative enterprises.
3. The Incubatee is engaged in the business of …………………………………….
4. The Incubatee wishes to avail the facility and the services provided by the Incubator with respect to the incubation facility and secure the benefits of such admittance.

1. The Incubator has scrutinized the applications made before it by the Incubatee and has confirmed the acceptance of the Incubatee; agreeing to incubate the Company, subject to detailed terms and conditions of this Agreement.
2. Accordingly the Parties have agreed to enter into this Agreement for recording the terms on which the Incubator will provide the Incubation Services (as defined hereafter) to the Incubatee.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** thatin consideration of the foregoing, the covenants and conditions herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **INTERPRETATION AND DEFINITIONS**
   1. **Interpretation**
2. In this Agreement, unless the context requires otherwise, words and expressions beginning with capital letters have the same meaning as defined hereafter. Where the context permits, the singular shall include the plural and the masculine the feminine and neuter and vice versa.
3. References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it, for the time being in force.
4. The headings in this Agreement are included for convenience only, and will not affect the construction or interpretation of any provision in this Agreement.
5. “includes” means includes without limitation;
6. no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;
7. if a word or phrase is defined its other grammatical forms have corresponding meanings;
8. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
9. a clause, schedule or annexure is a reference to a clause, schedule or annexure, as the case may be, of this Agreement.
   1. **Definitions**

In this Agreement, unless the context clearly indicates a contrary intention, and in addition to the terms defined in the body of the Agreement, the following words or expressions shall have

the meaning assigned herein:

* + 1. “**Additional Fees**” shall have the meaning as ascribed thereto clause in No. 6.1(c) hereinbelow.
    2. “**Additional Facilities**” shall have the meaning as ascribed thereto in clause No. 4.4hereinbelow.
    3. “**Additional Services**” shall have the meaning as ascribed thereto in clause No. 4.3.hereinbelow.
    4. “**Affiliate**” shall mean any entity, individual, firm, or corporation, directly or indirectly, through one or more intermediaries, controlling, controlled by, or under common control with the Incubator.
    5. “**Articles of Association**” or “**Articles**” shall mean the articles of association of the Company, as amended from time to time.
    6. “**Board**” shall have the meaning as ascribed thereto in clause No. 11.5 herein below.
    7. “**Business Plan**” shall have the meaning as ascribed thereto in clause No. 5.1 herein below
    8. “**Centre**” shall have the meaning as ascribed thereto in Recital No.2
    9. “**Confidential Information**” means and includes, but is not limited to, any non-public information related to business processes, product specifications, software, , raw materials, trade secrets, intellectual property, product samples, inventions, , know-how, , software not yet known to the public, clients or prospective clients, , or any other research, development, operations, , transactions, regulatory affairs, discoveries, inventions, methods, processes, articles, materials, algorithms, formulas, source codes or any part thereof, specifications, designs, drawings, data, strategies, , know-how and ideas, whether tangible or intangible, and including all copies, analyses and other derivatives thereof, company intelligence, consisting of sensitive research of the Parties and any other technical or commercial information, disclosed directly or indirectly, in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, software, programs, drawings or other instruments) by either Party to the other party under this Agreement and shall include information that:

1. Is specifically indicated by either party, either verbally or in writing, as confidential;
2. Is under the circumstances of the disclosure, that are to be treated as confidential; or
3. Created or produced by either party while performing services for the other Party, regardless of the media that contains the information.
4. By its very nature, makes it obvious that it is confidential.

Confidential Information does not include information, which:

1. is generally available to the public at the time of execution of this agreement or its disclosure;
2. becomes known to the public through no fault/wrongful action of either Party in violation of the terms herein;
3. is legally known to the Party receiving the information at the time of its disclosure;
4. is furnished by either of the Parties to third parties without restriction; or
5. is furnished by a Third Party who to the Receiving Party’s knowledge has legally obtained said information and the right to its disclosure;
6. is developed independently by the receiving party and the same can be demonstrated to the satisfaction of the disclosing party.
   * 1. “**Delayed Payment**” shall have the meaning as ascribed thereto in clause No. 7.2.hereinbelow.
     2. “**Director**” means a director of the Incubatee.
     3. **“Disclosing Party”** means the Party disclosing Confidential Information to the other Party under this Agreement and shall include its affiliates.
     4. **“Equity Compensation”** shall have the meaning as ascribed thereto in clause No. 6.1(a) herein below.
     5. “**Equity Securities**” shall mean equity capital, Equity Shares, membership interests, partnership interests, joint ventures, or other ownership interests of a company or any options, warrants or other securities that are directly or indirectly convertible into, or exercisable or exchangeable for, such equity capital, Equity Shares, membership interests, partnership interests or other ownership interests (whether or not such derivative securities are issued)
     6. “**Equity Shares**” shall mean the ordinary equity shares (Fully Paid-up) of the Company, having par value of INR 10/- (Rupees Ten only) per equity share. Equity Shares shall have voting rights in the Company.
     7. “**Facilities**” means all facilities provided by the Incubator to the Incubatee as set out in and more particularly detailed in Part “B” of Schedule - “1” (Services & Facilities) hereto.
     8. “**Facility Charges**” shall have the meaning as ascribed thereto in clause No. 6.1(b)(ii) herein below.
     9. “**Fair Market Value**” or “**FMV**” means the value of the Equity Shares in the Company as determined by a Registered Valuer.
     10. “**Registered Valuer**” means a person who is registered as a Registered Valuer in pursuance of Section 247 of the Act, with the Central Government and whose name appears in the register of Registered Valuers maintained by the Central Government or any authority, institution or agency, as may be notified by the Central Government only can act as a Registered Valuer.
     11. **“Force Majeure”** shall mean any circumstance beyond the reasonable control of either Party, including but not limited to any act of nature, war and acts of war, strikes, riots, industrial actions, lock-outs, accidents, thefts, fire, blockade, power cut, import or export embargoes, physical obstructions, national catastrophes, acts of God, terrorist attacks, failure of public or private telecommunication systems, computer and other equipment malfunctions, interruption of communication facilities, governmental laws, regulations, orders, or decrees or any other occurrence beyond either Parties reasonable control;
     12. “**Governmental Authority**” shall mean any relevant governmental or quasi-governmental authority, statutory authority or quasi-statutory or regulatory authority, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency or stock exchange or taxing authority or anybody entitled to exercise executive power or power of any nature or body or other organization to the extent that the rules, regulations, standards, requirements, procedures or orders of such authority, body or other organization have the force of Law.
     13. “**Incubation Charges**” shall have the meaning as ascribed thereto in clause No. 6 herein below.
     14. “**Incubation Fees**” shall have the meaning as ascribed thereto in clause No. 6 herein below.
     15. “**Incubation Period**” shall have the meaning as ascribed thereto in clause No. 2.1 herein below.
     16. “**Incubation Policy**” shall have the meaning as ascribed thereto in clause No. 4.1 herein below
     17. “**Incubation Services**” shall have the meaning as ascribed thereto in clause No. 4.1 herein below
     18. “**Incubation Unit”** means the cubicle/office space (more particularly described in Schedule “1” (Services & Facilities) hereto) provided to the promoters and the Incubatee for use as their office space for the tenure of this Agreement.
     19. **“Intellectual Property Materials”** shall include all documents, research, articles, blog posts, software, hardware, applications, photographic works, graphic works of any type and materials in any format or medium, and shall include works of tangible or intangible materials, elements, computer and mobile applications, software, any works of authorships, texts, designs, audio visual works, drawings, creative works, artwork, etc. which are created or developed by the Parties independently, to which the other Party hereto had access in pursuance of its obligations under this Agreement.
     20. **“Intellectual Property Rights”** shall include but shall not be limited to patents, trademarks, service marks, domain names, geographical indications, designs, copyrights, database rights, logos, brand, trade names, and any other similar right recognized from time to time, whether registered or not, in the Intellectual Property Materials and shall include all applications and rights to apply for the registration of the same worldwide, together with all rights of action in relation to the infringement of any of the rights above;
     21. “**Law**” or “**Laws**” shall mean and include all applicable statutes, enactments, acts of legislature or Parliament, laws, ordinances, rules, by-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental Authority, tribunal, board, court or stock exchanges on which the Equity Securities may be listed
     22. “**Memorandum of Association**” or “**Memorandum**” shall mean the memorandum of association of the Company, as amended from time to time.
     23. “**Milestones**” shall have the meaning as ascribed thereto in clause No. 5.2 herein below
     24. “**Monthly Fees**” shall have the meaning as ascribed thereto clause No. 6.1(b)(i) herein below.
     25. “**Program**” shall have the meaning as ascribed thereto in clause Recital No. 1. Herein above.
     26. “**Promoters**” shall mean the Persons identified as the promoters and whose names and particulars are listed in Schedule – “5” (Details of Promoters), which expression shall, unless the context requires otherwise, mean and include their respective heirs, successors and permitted assigns.
     27. “**Proposed Increase**” shall have the meaning as ascribed thereto in clause No. 5.1(a). herein below
     28. **“Purpose”** shall have the meaning as ascribed thereto in clause No. 2.1.hereinbelow.
     29. **“Receiving Party”** means the Party receiving Confidential Information from the other Party or its affiliates under this Agreement.
     30. “**Security Deposit**” shall have the meaning as ascribed thereto in clause No. 6.2(a) herein below.
7. **OBJECTIVES**
   1. The Incubator agrees to incubate the Company in the incubation Centre at IITK. The purpose (“Purpose”) of Incubation Unit will be to:
8. Promote &interact with, and source technology/expertise, whenever possible, from faculty members and research scholars and laboratory infrastructure of the Incubator, subject to the rules, regulations and policy of IITK, as amended time to time.
9. Help in getting other kinds of techno-managerial expertise required that is not available within the Institute.
10. Incubating novel technology and business ideas into viable commercial products or services.
11. Offering professional services
12. **TENURE OF INCUBATION**
    1. This Agreement shall enter into force upon signature by the legal representatives (or in the case of the Incubator by the duly authorized representative) of both Parties on the Execution Date and shall continue in force until for a period of 1 (one) year (“Incubation Period”), unless it is cancelled or otherwise terminated in accordance with clause 16.
    2. The Incubatee shall use the Facilities (*as defined hereafter*) of the Incubator with effect from the Execution Date and shall be carrying out full-fledged activities as an Incubatee. The Incubator shall extend all the Facilities of incubation during the Incubation Period.
    3. This Agreement may be renewed and the Incubation Period can be extended for a successive 1(one) year terms (each, a “Renewal Term”) by mutual written agreement of the Parties to this Agreement, executed not less than 2 (two) months prior to the expiration of the Incubation Period or any Renewal Term, as applicable, provided that the total Incubation Period or any Renewal Term shall not exceed:
13. 5 (five) years subject to the Incubatee continued engagement in Bio-Technology sector or
14. 3 (Three) years subject to the Incubatee continued engagement in other sector.
15. **SERVICES& FACILITIES**
    1. In consideration of the terms and conditions of this Agreement, and payment of the fees and charges (Incubation Fees) detailed in clause 6 and Schedule – “3”(Incubation Charges) hereto, the Incubator hereby agrees to provide the incubation services and Facilities, more particularly detailed in Schedule- “1” (Services & Facilities) to this Agreement to the Incubatee and the Incubatee receives the right to access and use the services and Facilities that are offered in connection with the Program subject to the incubation policy, rules and regulations (“Incubator Policies”) of the Incubator in this regard as set forth in Schedule – “2” (Rules & Regulations)(hereinafter referred to as the “Incubation Services”).
    2. The legal ownership and possession of the Facilities, if any provided under the Agreement

will always be with the Incubator and the Incubatee has got only a right to enjoy the said Services and Facilities for the period of Agreement.

* 1. The Incubator may provide additional services upon the request of the Incubatee and/or the promoters and subject to availability of the same (“Additional Services”).

1. **REPORTING AND PROGRAM PARTICIPATION**
   1. The Incubatee agrees to participate in the Program. The Program is intended to assist Incubatee in the Incubatee’s creation, evolution and successful implementation of its business plan, as set forth in Schedule – “4” (Business Plan and Milestones) attached hereto ("Business Plan"). Therefore, Incubatee agrees to regular oral and written communication with Incubator as represented by the Head of the Program, and to provide regular written reports as set forth below, and acknowledges that these requirements are reasonably required to support both the mission of the Program and the Incubatee’s achievement of its Business Plan.
   2. The Incubatee agrees to implement its Business Plan, including the milestones set forth therein (“Milestones”). The Incubatee’s progress and participation in the Program will be evaluated in relation to its Business Plan. The Parties agree to work together in good faith to amend Schedule – “4” (Business Plan) from time to time in the event that Incubatee and Incubator mutually agree to changes to the Business Plan
2. **CONSIDERATION& SECURITY DEPOSIT**
   1. **Consideration**

In consideration of the satisfactory Services& Facilities provided under this Agreement, the Incubatee shall pay/compensate the Incubator in the following manner:

1. **Equity Consideration**
2. Subject to the terms of this Agreement, in addition and also in consideration of the Services & Facilities to be provided by the Incubator, the Incubatee is required to provide, on a dilutable basis, such number of liability free Equity Shares (fully paid up) as would be equivalent to 3% (three percent) i.e……… (…………… Equity Shares) of the Incubatee’s current paid up share capital (“Equity Compensation”) as of the Execution Date.
3. Provided that, for any period of time in which the Incubator owns and/or holds the abovementioned Equity Shares, the Incubatee shall, in the event any of the Promoters of the Incubatee increase or raise their individual shareholding in the Incubatee, whether by issue and/or transfer of any new Equity Securities or otherwise (“Proposed Increase”),grant a right of non-dilution to the Incubator; ensuring no dilution to the Equity Shares owned/held by the Incubator, whereby the Incubatee shall provide such number of Equity Shares, so as to correspondingly increase the amount of Equity Shares held by the Incubator so that the Incubator’s proportionate ownership in the Incubatee, on happening of the Proposed Increase, is not decreased.
4. For purposes of implementing the provisions of this clause 6(a), the obligations of the Incubatee for allotment of the Equity Shares (Equity Compensation) are set forth below:
5. Where required, the shareholders of the Company shall, at a duly conveyed general meeting, have approved the issuance of the Equity Shares to the Incubator by way of a special resolution in accordance with the applicable provisions of the Act, the Companies (Share Capital and Debentures) Rules, 2014 and the Companies (Prospectus and Allotment of Securities) Rules, 2014.
6. The Incubatee shall have followed all the rules, regulations, provisions, sections of Companies Act 2013 for the issuance of the Equity Shares to the Incubator.
7. The Company shall ensure that the authorized capital of the Company is sufficient for the issue and allotment of the Equity Shares to the Incubator or shall, at a duly conveyed general meeting, have approved the increase in the authorized capital accordingly to permit and support the issue and allotment of the Equity Shares by way of an ordinary resolution in accordance with the provisions of Section 13, 61 and 64 of the Act.
8. The Board shall have passed appropriate resolutions for approving the execution of this Agreement, the Services to be availed off hereunder and the allotment of the Equity Shares to the Incubator in the Company;
9. The Company shall have filed appropriate forms with the Registrar for the giving effect to the resolutions passed under this Clause and shall, where requested for by the Incubator, deliver to the Incubator, within 30 (thirty) days of such request, certified true copies thereof along with the receipt in respect of such forms;
10. The Company shall have sought the written approval of the holders of Equity Shares as may be required under any subsisting investment agreement for the issue of the allotment of the Equity Shares to the Incubator under this Agreement.
11. The Company shall, file, in accordance with the applicable laws in this regard, a return of allotment in Form PAS – 3 on the allotment of the Equity Shares with the Registrar of Companies (“Registrar”) within thirty days of such allotment to the Incubator.
12. Deliver to the Incubator, within 30 days of such a certified true copy of the Form PAS -3 duly filed with the Registrar along with the receipt in respect of such forms.
13. The Company shall deliver to the Incubator duly stamped share certificates in relation to the Equity Shares allotted.
14. The Company shall update the register of member so as to reflect the Incubator as the holder of the Equity Shares allotted to him under this Agreement.
15. All of the obligations set forth in clause 6.1(a)(iii) above, shall be satisfied no later than 60 (sixty) days from the date of execution of this Agreement or such later date as may be mutually decided between the Parties.
16. The Incubator shall not be required to pay any consideration for the Equity Shares and the Equity Shares shall be issued in lieu of performance of the Services for the Company.
17. The Incubator shall be responsible for and shall pay extra costs directly occasioned by any discrepancies, errors or omissions in documentation or other information supplied in writing by it, whether they have been approved by the Company or not, provided that such discrepancies, errors or omissions are not due to inaccurate documentation and information supplied or decisions made in writing to the Company to the Incubator.
18. **Fees**

**Infrastructure and Facility Charges**

The Incubator shall levy a charge on the Incubatee for infrastructure and Facilities, including charges for the Incubation Unit,(“Facility Charges”), current rates as detailed in Schedule - “3” (Incubation Charges) to this Agreement. The Facility Charges shall be due and payable on or before the 10th (tenth) day of each month during the Incubation Period.

1. **Additional Fees**

The Incubatee shall pay fees for any Additional Services and/or any Additional Fees requested by Incubatee and provided by Incubator in connection with the Program (“Additional Fees”). The Incubator will invoice the Incubatee on a monthly basis for Additional Fees incurred in the prior month.

1. **Taxes**

Unless otherwise specified in the Agreement, the Incubator shall pay all such taxes, duties, fees and other impositions as may be levied under the applicable laws and the Incubatee shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it

The Infrastructure and the Facility Charges, and the Additional Fees (if applicable) shall collectively be referred to as the “Incubation Charges”)

(The Equity Compensation, the Infrastructure and the Facility Charges, and the Additional Fees (if applicable) shall collectively be referred to as the “Incubation Fees”)

* 1. **Security Deposit**

1. The Incubatee shall deposit with the Incubator a sum of Rs. 25,000 (Rupees Twenty Five Thousand only) as and by way of interest free security deposit, through a demand draft or a banker’s cheque for due observance and performance by the Incubatee of the terms, conditions, provisions and covenants of this Agreement (“Security Deposit”). The Incubator shall upon receipt, admit and acknowledge the receipt of the said amount.
2. On the expiry or earlier termination of this Agreement, as the case may be, the Incubatee shall, upon exit, hand over de-bonded, peaceful, vacant and reinstated occupation of the Incubation Unit to the Incubator and the Incubator shall within 14 (fourteen) calendar days of receiving the occupation of the Incubation Unit, in the manner aforementioned, refund the interest free Security Deposit, subject to deductions of any outstanding and/or unpaid Incubation Charges and/or any amounts required to repair the damages if any caused, to the Incubation Unit and other Facilities/Additional Facilities and/or any amounts payable by the Incubatee under the Agreement, if any.
3. If the Incubator uses, applies, or retains the whole or any part of the Security Deposit in accordance with this clause 6.2., the Incubatee shall deliver to Incubator the amount necessary to replenish the Security Deposit to its original sum within 5(five) days after notification from the Incubator of the amount due. Failure to pay the amount due within the required time period shall constitute a material default under this Agreement.
4. **INVOICING**
   1. The Incubation Charges shall be inclusive of all payments and shall not, under any circumstances, be revised during the subsistence of this Agreement. The Incubation Charges shall be inclusive of all taxes payable and shall be subject to deduction of tax at source and other statutory deductions, wherever applicable.
   2. Unless mutually agreed upon otherwise and subject to the terms and conditions of this Agreement, monthly invoices (including itemized statements setting forth, in reasonable detail, the Incubation Charges and/or Additional Fees (if any) will be issued by the Incubator 3 days in advance of the month in which Service and Facilities/Additional Facilities is to be provided and are payable and/or settled, where undisputed, by the Incubatee 7 days by wire transfer (national electronic funds transfer (NEFT)/real time gross settlement (RTGS)/cheque/demand draft as per the remittance instructions on the respective monthly invoice. On payments not received by the due date (“Delayed Payment(s)”), the Incubator will assess, until such time as payment in full is made, a late payment charge/penalty of the Delayed Payment in accordance with clause 16.1.(a) herein below.
   3. A failure or delay by the Incubator to send an invoice for any month will not relieve the Incubatee either of its obligation to pay for the Service and Facilities/Additional Facilities (if any) on a timely basis or of its obligation to pay late payment charges in the event of Delayed Payment. In addition to any other rights the Incubator may have under this Agreement, at law, in equity, under contract (including, without limitation, this Agreement) or otherwise (all of which are hereby expressly reserved), the Incubator may suspend provision of the Services and Facilities/Additional Facilities (if any) on a 15 days’ notice for the Incubatee’s failure to pay any sums (Incubation Charges and/or Additional Fees (if any) due to the Incubator and/or deliver to Incubator the amount necessary to replenish the Security Deposit within the period specified in clause 6.2.(c) hereinabove. In case if the Incubatee does not receive the invoice as per Clause 7.2, it may email to the Incubator, requesting for the Invoice and/or any representative of the Incubatee shall visit Incubator’s office for collecting a copy of the Invoice.
   4. The Incubator shall provide to the Incubatee, at the Owners reasonable request, appropriate documentation supporting the incurrence of Additional Fees and other costs, including receipts, time sheets and similar documentation.
5. **REPRESENTATIONS AND WARRANTIES**
   1. Each Party represents to the other Parties hereto that:
      1. Such Party has the full power and authority to enter into, execute and deliver this Agreement and to perform its obligations and the transactions contemplated hereby and, if such Party is not a natural Person, such Party is duly incorporated or organized and validly existing under the Laws of the jurisdiction of its incorporation or organization, having full power and authority to enter into and perform its obligations under this Agreement.
      2. The execution and delivery by such Party of this Agreement and the performance by such Party of its obligations and the transactions contemplated hereunder has been duly authorized by all necessary corporate or other action of such Party.
      3. the execution and delivery of this Agreement by such Party and their promises, agreements or undertakings under this Agreement do not violate any law, rule, regulation or order applicable to such Party or violate or contravene the provisions of or constitute a default under any documents, contracts, agreements or any other instruments to which such Party is a party or which is applicable to such Party.
   2. The Incubatee represents to the Incubator that:
6. it is a private limited company within the meaning of the Companies Act 2013 and is duly organized, legally existing in good standing under the laws of India and has all requisite corporate power and authority to own its assets and carry on its business in the manner in which it is now conducted.
7. It has all governmental licenses, permits and approvals necessary to conduct its business as currently operated, and these permits, licenses and approvals are and will be kept in full force and effect.
8. The copies of the Certificate of Incorporation and the Memorandum and Articles of Association of the Company, which have been certified and initialled by an officer on behalf of the subscriber and furnished to the Incubator, are correct and complete and reflect all amendments made thereto prior to the execution of this Agreement.
9. that none of the directors have not incurred disqualification under section 164 of the Companies Act, 2013 in any of the companies in which they hold such directorships, in any of the previous financial years, and that they, at present, stand free from any disqualification from being a director.
10. None of the following have occurred and is subsisting and no notice in connection therewith has been served in relation to the Company:
11. An application to a court for an order, or the making of any order, that it be wound up, that a liquidator, receiver or custodian be appointed or any of its assets or that it be placed in bankruptcy.
12. A resolution for winding up;
13. The convening of a meeting or passing of a resolution to appoint a liquidator.
14. A scheme of arrangement, amalgamation or reconstruction or arrangement or composition with or assignment for the benefit of, all or a class of creditors.
15. The taking of any action to seize, attach, take possession of or appoint a custodian, receiver, liquidator or manager in respect of the Incubatee or any of its shares or property.
16. They are not engaged in or threatened by any litigation whose outcome might materially and adversely affect their financial condition; or
17. Any other event or condition, which could have a material adverse impact on the Incubatee or its ability to fulfill its obligations in terms of this Agreement.
    1. The Incubator represents to the Incubatee that:
18. It is the legal and beneficial owner of the said Incubation Unit and has full right, power and authority to enter into the present Agreement.
19. It has obtained all necessary permits, licenses, permissions, sanctions, and approvals from the concerned regulatory and other competent authorities required for performance this Agreement and shall comply with the conditions thereof and keep all such permits, licenses, permissions, sanctions, consents etc. valid and subsisting during the Incubation Period.
20. It has not entered into any arrangement and/or agreement for the sale, lease, license, sub-lease, exchange etc. in respect of the Incubation Unit or any part and/or portion thereof. No persons other than the Incubator have any right, title, interest, claim or demand into or upon the Incubation Unit.
21. That there exists no claims, actions, litigations, other form of adjudicatory proceedings, or other proceedings relating to the said Incubation Unit or any part and/or portion thereof. The Incubator shall give the Incubatee immediate notice of any claim, litigation, proceeding or investigation, etc. which becomes known to the Incubator during the Term.
22. That the Incubation Unit is the absolute property of the Incubator and undertakes not to sell or transfer the same to any party except as to hypothecate, mortgage or create a charge in favor of a bank or financial Institution.
23. accepts and agrees to perform all Services and provide the Facilities required hereunder pursuant to the terms and conditions of this Agreement.
24. has no obligations, legal or otherwise, inconsistent with the terms of this Agreement or with its undertaking this relationship with the Incubatee.
25. the performance of the Services and provision of the Facilities called for by this Agreement do not and will not violate any applicable law, rule or regulation or any proprietary or other intellectual property right of any Third Party.
26. will not use in the performance of its responsibilities under this Agreement any confidential information or trade secrets of any other person or entity and
27. has not entered into or will enter into any agreement (whether oral or written) in conflict with this Agreement.
28. **OBLIGATIONS OF THE INCUBATOR**
    1. The Incubator hereby covenants with the Incubatee that it shall:
29. Perform the Services and provide the Facilities required hereunder to the best of its ability and in accordance with highest accepted industry standards and practices for the Services and transactions of this type.
30. Fulfill its obligations under this Agreement, especially its Confidentiality obligations.
31. Ensure that the personnel supplied to provide the Services and Facilities set forth herein to the Incubatee will be deemed the Incubator’s employees or agents and will not for any purpose be considered employees or agents of the Incubatee. The Incubator assumes full responsibility for the actions of such personnel while performing services pursuant to this Agreement, and shall be solely responsible for their supervision, daily direction and control, provision of employment benefits (if any) and payment of salary (including all required withholding of taxes).
32. Observe and perform all the terms and conditions and stipulations of all documents under which the Incubator derive title to the Incubation Unit;
33. Permit the Incubatee to use and occupy the licensed Incubation Unit without any hindrance or obstruction of any nature whatsoever as long as the Incubatee pays the Incubation Fees as hereinabove provided and observes and performs all the terms, conditions and covenants contained; However the Incubatee shall have to abide by the Rules, Regulations and Policies of IITK, that may be changed by time to time;

1. Permit (depending on their availability), where reasonably requested for in writing (which request shall not be unreasonably withheld by the Incubator),the Incubatee, to install further furniture and fixtures in the said Incubation Unit and/or use such Additional Facilities of the Incubator at the Centre, subject to the payment of such Additional Fees as the Parties may mutually agree upon in order to suit to its purposes, however the Incubator reserves a right to reject the aforesaid request of the Incubatee on reasonable grounds.

1. Carry out all major repairs and to permit the Incubatee to carry out minor repairs to the said Incubation Unit during the Incubation Period. The Incubator will take all reasonable steps to maintain the electricity supply, external cables, main pipes and drainage in a proper state of serviceability.

1. Upon the commencement of the Incubation Period and upon the Incubatee regularly paying all the Incubation Charges as provided in the present Agreement and observing all the obligations, covenants, terms and conditions of the Program to be observed and performed on the part of the Incubatee, the Incubatee shall be entitled to peaceably use and occupy the said Incubation Unit as a Incubatee in terms of this Agreement during the term of the Program.

1. Upon the execution of this Agreement, the Incubator shall provide biometric based access to the said Incubation Unit and other Facilities to the Incubatee, which shall be revoked at the time of refund of the Security Deposit at the time of expiry or termination, as the case maybe.
2. That it will abide with the Intellectual Property and confidentiality obligations set forth under both, this Agreement
3. **OBLIGATIONS OF THE INCUBATEE**
   1. The Incubatee hereby covenants with the Incubator that it shall:
4. shall be entitled to use the Facilities in accordance with the Incubation Policies for Incubation Period and shall use the same and directions laid down by the Incubator from time to time. The Incubatee shall use the Facilities and the Incubation Unit as a licensee only and nothing shall be construed to create a tenancy of the Facilities and the Incubation Unit in favor of the Incubatee.
5. Shall abide by and obey the Rules, Regulations, norms and policy, as amended time to time, of IITK.
6. The permission given to use the Facilities in terms of this Agreement shall not be assignable by the Incubatee for the Incubation Period. The Incubatee shall not allow any Third Party to use the Incubation Unit without the prior written consent of the Incubator.
7. Not use the Facilities or the Additional Facilities for any purpose whatsoever save as permitted under this Agreement.
8. shall not alter the Business Plan and the Milestones without the prior written approval of Incubator.
9. Shall maintain the Facilities/Additional Facilities in good working condition while said Facilities/Additional Facilities is in the Incubatee’s possession or purview; allowing for reasonable wear and tear.
10. The Incubatee or its representatives shall not in any manner prevent the Incubator or any other person authorized by the Incubator from using the common facilities and things used in common with the other incubatees or any other person or occupiers authorized by the Incubator at the Centre.
11. at any time make any changes or cause damage or cause to be damaged any part of the Facilities/Additional Facilities to do or permit or suffer anything which may cause nuisance or annoyance to the Incubator or to the other users of the Facilities.
12. use the Facilities or any part of it for any illegal or immoral purpose and use the Facilities and other common facilities e.g. common area, fax & other machines etc. with due diligence and care.
13. Subject to clause 20, insure and keep insured the said Incubation Unit except in case where the insurance has been taken out by the Incubator and must comply with and observe the terms of the insurance policies it effects as required and must not do anything which could result in any such policy being avoided or unenforceable or which may entitle the insurer to limit or reduce the amount otherwise payable under the policy.
14. The Incubatee shall maintain and keep the Facilities in a fit and proper condition subject to normal wear and tear and with due care, caution and diligence and to the best of their ability and abide and conform to all the Incubator Policies, rules and regulations and conditions laid down by the Incubator from time to time.
15. Immediately on termination of this Agreement for whatever reason to remove all their personal belongings from the Facility and deliver the Facilities together with all the effects therein belonging to the Incubator and/or appertaining thereto in good order and condition;
16. not to bring or store in the said Incubation Unit any combustible and/or otherwise hazardous material as may impair the safety of the building or as may increase.
17. Where any of the directors of the Incubatee have incurred disqualification under section 164(2) of the Companies Act, 2013, rectify such disqualification within a period of not more than 60 (sixty) days from their occurrence.
18. at all times acknowledge that the Incubator shall remain in absolute possession, management and control of the Facilities and all parts thereof and not to claim exclusive possession of the said Incubation Unit and other Facilities, such exclusive possession of the said Incubation Unit and other Facilities being with the Incubator alone.
19. Agree that the Incubator, its representatives, nominees and all authorized persons have a right of entry at all times for the purpose of exercising such possession, maintenance, management and control and shall, upon prior written notice of 7 (Seven) business days, to permit the Incubator and their representatives, its representatives, nominees and all persons authorized by the Incubator, to enter upon the Incubation Unit at all reasonable hours to inspect and examine the state and condition thereof.
20. The Incubation Centre/Unit shall not be used for any improper or unlawful purpose and the Incubatee shall not do or permit anything to be done within the Incubation Centre/Unit nor bring, keep or permit anything to be brought or kept therein, which is prohibited by any Laws now in force or hereafter enacted or promulgated.
21. not do or permit anything to be done in or about the Incubation Centre/Unit which will in any way obstruct or interfere with the rights of other incubatees, or injure or annoy them or use or allow the Incubation Centre/Unit to be used for any unlawful or objectionable purpose. The Incubatee shall not commit or suffer to be committed any waste to, in or about the Incubation Centre/Unit.
22. Keep the Incubator informed of any amendments and changes to the Charter Documents of the Incubatees prior to making such changes or amends.
23. The Incubatee shall indemnify, defend and hold harmless the Incubator and its officers, representatives, employees and agents (collectively, “**Indemnified Persons**”) from and against any and all claims incurred by the Indemnified Persons as a result of, arising directly or indirectly from, or in connection with or relating to any matter inconsistent with, or any material breach or inaccuracy of any representation, warranty made under this Agreement; or Any failure to perform (whether in whole or part) any significant obligation and/or contribution required to be performed by any of them pursuant to this Agreement.
24. **FINANCIAL AND OPERATIONAL REPORTING**
    1. **Annual Financial Reports**

In addition to the reports in clause 10.1., the Incubatee shall provide to the Head of the Program, on behalf of the Incubator, all compiled, reviewed or audited annual financial statements of the Incubatee, if any; if no such reports are available, the Incubatee shall provide the annual bookkeeper-prepared financial reports including the reports defined in clause 10.1. Annual reports are to be provided within ninety (90) days of the close of the calendar year, or the Incubatee’s financial year.

* 1. **Event Based Reportings**

The Incubatee hereby agrees to keep the Incubator informed for following events

* + 1. Change of name of the company
    2. Conversion from Private Limited to Public Limited company
    3. Listing in any recognized stock exchange of India
    4. Any major change in the business plan.
  1. **Milestone Progress Reports**

Together with the annual financial reports and event based reports, the Incubatee shall, every 6 (six) months provide to the Head of the Program, on behalf of the Incubator, a written report that:

1. details the Incubatee’s growth and development;
2. reports the Incubatee’s progress toward achieving its Business Plan and Milestones; and,
3. proposes amendments, if any, to the Business Plan and Milestones. These reports will advise the Incubator on the status of the Incubatee's efforts to achieve the Milestones and its plans for corrective actions for Milestones not achieved. The Incubatee shall also provide a written report on the number of employees and independent contractors engaged by the Incubatee.

The Incubatee, whenever requested by the Incubator, shall participate in the Review Meeting, held by IITK and shall present its business report in the said Review Meeting.

1. **CONFIDENTIALITY**
   1. The Parties acknowledge that, in the course of performing this Agreement, they shall acquire and/or develop knowledge, data, documents, processes and other information and materials, concerning the other, and other information pertaining to their business’ and operations and that all such knowledge, information and materials are and shall be their respective trade secrets and Confidential Information.
   2. Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party will ensure compliance by its employees and agents with the obligations of confidentiality set out in this clause 12 and assumed by that Party in relation to the other Party.
   3. The Parties expressly acknowledge that all Confidential Information of each Party shall remain its exclusive property and shall be treated by the other Party as confidential. The Parties shall not disclose the terms of this Agreement to a Third Party except as may be required by law. The Parties agree that they shall keep the Confidential Information of the other Party in strict confidence and that they shall take all precautions and use the same degree of care to protect and safeguard such Confidential Information as it uses for its own Confidential Information of like importance.
   4. Either of the Parties may disclose, in confidence, the Confidential Information to its sub-contractors, affiliates, representatives, employees, agents, Advisors, legal advisors or other similar persons, who are directly or indirectly acting for, on behalf of either parties, or other similar persons strictly on a need to know basis.
   5. The Receiving Party undertakes that such third persons to whom it discloses the Disclosing Party’s or its affiliate’s Confidential Information to shall be subjected to confidentiality obligations no less restrictive than those contained in this Agreement.
   6. Any disclosure of Confidential Information to persons, other than those who need to know, shall be done only with the prior written consent of the Disclosing Party. In the event that the Disclosing Party gives such consent, the Receiving Party undertakes that such individuals shall be subjected to the same confidentiality obligations as contained in this Agreement, if not more.
   7. The Receiving Party in addition to the clause 12.4& 12.5 shall hereby undertake to use the Confidential Information solely for the purposes for which it was disclosed and to use the same for such purposes only during the subsistence of the Agreement in the manner as may be specified by the Disclosing Party.
   8. The Receiving Party may disclose any of the Confidential Information to any governmental body having jurisdiction over this Agreement or in response to a valid order of a court or if such disclosure is otherwise required by law provided that the Receiving Party, has first given prior written notice to the Disclosing Party and has made all reasonable efforts to protect the Confidential Information in connection with such disclosure.
   9. The obligations set out in this clause 12 shall survive the termination, cancellation or expiry of this Agreement.
2. **INTELLECTUAL PROPERTY**
   1. The Parties shall neither infringe, copy, imitate alter or otherwise interfere nor shall have or claim any right or ownership or goodwill in any manner whatsoever with the trademarks, trade name, copyright, designs, colours, artistic works, labels or any other Intellectual Property Materials belonging to the other Party.
   2. The parties shall have no rights or interests in any of the Intellectual Property Materials of the other party relating to the Product. Either Party shall promptly notify the other Party of any infringement or attempted infringement of such trademarks or other proprietary rights of which the other party has knowledge.
   3. Either Party shall not use the name of the other party for media advertising, publicity or any document without the prior written consent of the other Party. Provided that, any such written consent, if provided by the other Party is deemed to have been withdrawn and shall stand withdrawn upon the termination of this Agreement.
   4. All Intellectual Property Rights to the Intellectual Property Materials belonging to each of the Parties and all proprietary information shall at all times remain the exclusive property of the other Party.
   5. The Incubatee shall own all Intellectual Property Rights arising out of the activities performed under this Agreement as may be granted by law, as far as no infringement of Third Party rights occurs.
3. **NOTICES**
   1. All notices shall be given in writing in English and shall be deemed to have been sufficiently served if delivered personally or sent by registered post or courier, email or fax at the following address:

To the Incubator:

Name: **Indian Institute of Technology Kanpur,**

Address: I.I.T Kanpur, Kalyanpur,

Kanpur, Uttar Pradesh – 208016,

India

Attn: Dean R&D

E-mail: dord@iitk.ac.in

To the Incubatee:

Name:

Address:

Attn: Mr. ………….

E-mail: ……………………..

* 1. Any notice shall be deemed to have been received: (a) if delivered personally or by registered mail, upon receipt; or (b) if sent by email or fax, upon confirmation of successful transmission.

1. **PUBLICITY AND VISUAL IDENTITY** 
   1. **Publicity**
2. The Incubatee shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Incubator’s advertising, Intellectual Property Materials and news bulletins, which are intended by the Incubatee for the press, internet/web-sites or television, which refer to *the Incubator, the Incubator´s Affiliates* or any aspect of the Incubator’s activities, or permit any Third Party to do so, without the prior written consent of the Incubator’s contractual representative or his duly authorised representative.
3. The Incubator shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Incubatee’s advertising, intellectual Property Materials and news bulletins, which are intended by the Incubator for the press, internet/web-sites or television, which refer to the Incubatee or any aspect of the Incubatee’s activities, or permit any Third Party to do so, without the prior written consent of the Incubatee’s contractual representative or his duly authorised representative. However the Incubator may disseminate the name of the Incubatee to the print or electronic media, to promote the Centre, the information so disseminated shall not breach the Intellectual Property rights of the Incubatee.
4. During the term of this Agreement, the Incubatee agrees to identify and acknowledge and where requested by the Incubator, display the Incubator’s logo, Intellectual Property Materials and other agreed-upon identifying information on the Incubatee’s marketing, advertising, and promotional media, in the manner (placement, form, content, etc.) as may be reasonably and mutually determined by the Parties to this Agreement.
   1. **Visual Identity of the Incubatee**
5. The Incubatee shall not use the Intellectual Property Material or any other logo or trademark which may be owned or used by the Incubator for any purpose whatsoever without prior approval of the Incubator.
6. The Incubatee shall have to execute separate agreement for or Intellectual Property/know-how owned by the Incubator, as and when a request is made and agreed upon by it by the Incubatee.
7. not do or omit to do any act which will prejudice the association between the Incubator and the Incubatee or will adversely affect the reputation and image of the Incubator;
8. not engage in any act or conduct or make any statements which hurt the reputation of the Incubator.
9. **TERMINATION**
   1. **By Incubator**

The Incubator may immediately terminate this Agreement if it determines in its sole discretion that:

1. The Incubatee has failed to make payments when due for a period of 3 (three) consecutive months or perform any material obligations under or otherwise materially breached this Agreement and fails to remedy such breach within thirty (30) calendar days of receipt of written notice from the Incubator;

Provided, however, the Dean, Research and Development of the Institute may, in his sole discretion, based on the sufficient causes submitted by the Incubatee, for the delay in making the monthly payments (Incubation Charges) set forth in clause 6 hereinabove, continuously for two months; or any other relevant reasons, may relax this delay and may permit the Incubatee, to avail the Incubation Services on clearance of all the dues, charges, rates etc. of the Incubator either with or without interest of 18% p.a on such pending dues, as a penalty for the late payment, subject to such terms and conditions as may be imposed by him.

1. the conduct or activities of the Incubatee’s employees, representatives or invitees materially adversely affects the ability of other Program clients to carry on their businesses, and such conduct is not remedied within ten (10) calendar days of receipt of written notice from the Incubator; (iii)
2. With respect to the Security Deposit given by the Incubatee as security for the performance of its covenants and obligations hereunder, the Incubatee shall have failed to renew, replenish or reinstate such Security Deposit in the manner and within the time required as specified in clause 6.2(c)
3. Commits any fraud, theft or any other offence punishable under law; or
   1. **By Incubatee**

The Incubatee may immediately terminate this Agreement if it determines in its sole discretion that upon the occurrence of any one or more of the following events specified below:

1. The Incubator fails to meet the exigencies of Incubatee related to the Services& Facilities/Additional Facilities mentioned herein in this Agreement, or performs its Services and provides the Facilities/Additional Facilities in such a way that does not fulfill the requirement of the business of the Incubatee.
2. The Incubator’s intentional, material violation of any contract or agreement between the Incubator and the Incubatee or of any statutory duty owed to the Incubatee.
   1. **Good and Bad Leaver**
      * + 1. **Good Leaver**
3. Upon termination by the Incubator, the Incubator may offer for sale, the equity Shares held by him to the Directors (including any person which the Directors, who reserve their rights in this regard, may, for this purpose, authorize on their behalf) of the Incubatee and/or the Incubatee as the case maybe in proportion of their shareholding as on the date of the event, at a price that is higher of the face value and FMV (as calculated by the Registered Valuer) of such shares or at such other price as may be mutually decided by the Parties.
4. For the avoidance of any doubt, the Incubator shall have the full right, title and interest in the Equity Shares to his account
   * + - 1. **Bad Leaver**
5. In the event that the Incubatee terminates this Agreement for Cause or if the Incubator terminates this Agreement without the approval of the Incubatee, then, the Incubatee shall by itself or through a third party, as on the date of the event, purchase all the equity Shares held by the Incubator, at a price that may be mutually decided by the parties.
   1. **Exit Of The Incubatee**

The Agreement shall be automatically terminated with the Incubatee required to leave the Program under the following circumstances.

1. When the Incubatee enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the Incubatee, its promoters, directors, shareholders, products or business plan.
2. Incubatee plans for a public issue in the opinion of the Incubator on case to case basis.
3. Any change of more than 50% of equity ownership unless approved by the Incubator, in the opinion of the Incubator on case to case basis.

Notwithstanding anything written anywhere, the Incubator’s decision in connection with the exit of an Incubatee company shall be final and shall not be disputed by the Incubatee.

* 1. **Mutual Agreement**

1. This Agreement may be terminated by mutual consent of the Parties, which consent shall not be unreasonably withheld, upon thirty (30) calendar days’ written notice and subject to any terms herein which survive termination.
2. This Agreement may be immediately terminated by either Party with notice in writing to the other, if:
3. either Party hereto shall be or become bankrupt or insolvent or shall have a liquidator or receiver appointed over it of all or any part of its assets or suffer any analogous process under law; or
4. any act of government, law, regulation or code of practice, or its interpretation or b) application, shall have the effect either of modifying or rendering ineffective or unenforceable (for illegality or otherwise) in whole or in part any of the terms or provisions of this Agreement.
   1. **Exit interview and reports**

In furtherance of the Program’s mission, and to allow the Incubator to provide aggregate reporting on the Program’s activities, The Incubatee agrees to perform an exit interview no later than five (10) business days prior to the date of expiry of this Agreement, and further agrees to provide the Incubator with yearly financial, sales, and employment information for a period of 3 years such date, each report being due on or before the anniversary thereof.

1. **EFFECT OF EXPIRATION OR TERMINATION**
   1. Upon expiration/termination of this Agreement, Parties are obliged to continuing with their respective rights and obligations during the notice period of termination.
   2. Upon termination or expiry of this Agreement, the Parties shall return all such Intellectual Property Materials, Confidential Information and notes/memoranda and any copies thereof to the other party that it may have obtained during the course of performance of its obligations hereunder.
   3. Immediately upon termination or expiration of this Agreement, the Parties shall cease to use the Intellectual Property Materials and Confidential Information of the other party, including but not limited to the name of the Parties and cease to represent itself on behalf of the Parties.
   4. Expiry / termination of this Agreement howsoever occasioned shall be without prejudice to the rights and obligations incurred prior to the date of such expiry or termination and accounts between the Parties shall be promptly settled.
   5. Notwithstanding the reason for termination, both the Parties shall be obligated to complete all the pending obligations as may have accrued as on the date of termination notice and/ or date of expiry of this Agreement.
   6. Upon termination of this Agreement the Incubatee shall:
2. Hand over to the Incubator, the vacant possession of the Incubator Unit in its original condition (normal wear and tear excepted) along with all Facilities detailed in Schedule – “1”(Services & Facilities) in perfect working condition and return keys and access cards and other materials and equipment provided by the Incubator.
3. If the Incubatee fails to handover possession of the Incubation Unit and Facilities to the Incubator as above, in that event, without affecting all other rights and remedies of the Incubator, the Incubator shall be entitled to recover from the Incubatee every month and the Incubatee shall remain liable to pay to the Incubator a sum of Rs. 25000/- (Rupees Twenty Five Thousand) or such other amount that may be prescribed by IITK, for each month along with other amounts as provided in this Agreement by way of mutually agreed liquidated damages for the period of wrongful retention.

1. **EXIT**

The Incubator shall be entitled to participate in any initial public offering undertaken by the Incubatee. Subject to the approval of the Incubatee, The Incubator shall have the right to exit from the Incubatee in any round of fund raising and equity investment undertaken by the Incubatee on the same terms or at such varied terms as agreed between the Parties. Alternatively, the Incubatee shall have the option to provide an exit for all the shares held by the Incubator in the Incubatee through a sale to a strategic or financial investor *or* buy-back the shares held by the Incubator at such price as mutually decided between the Parties and permissible under applicable Law, not exceeding the FMV as applicable at the time.

1. **INSURANCE**
   1. The Incubatee shall, at all times during the Incubation Period, and at its own cost and expense, procure and continue in force and effect a comprehensive commercial general liability insurance against any and all claims for accidents, personal& advertising injury, death or property damage occurring in, or about the Centre and Incubation Unit and arising out of the Incubatee’s operations thereon, or the Incubatee’s agents, invitees etc. use or occupancy of the Incubation Unit. The insurance shall contain an extended (broad form) liability endorsement, including contractual liability coverage..
   2. Said insurance shall name the Incubator as additional insured, shall be maintained with reputable insurance companies licensed to do business in Kanpur, shall be primary and non-contributing to any insurance or self-insurance maintained by the Incubator, and shall be subject to reasonable approval of the Incubator. The Incubatee shall be solely responsible for the payment of all deductibles to which such policies are subject. Deductibles must be approved by the Incubatee, with such approval not unreasonably withheld. Each insurance company must be rated at least iAAA in the most recently published by ICRA-A Moody’s Investors Service Company
   3. The Incubatee shall obtain from the insurance companies, or cause the insurance companies to furnish, certificates of coverage. The delivery of proof of such insurance is a material condition to this Agreement. All certificates of insurance shall provide that the insurer will provide the Incubator 10 calendar days’ notice of cancellation of or any change of said policies by certified mail, return receipt requested or via established overnight courier, receipt acknowledged. In the event the Incubatee shall fail to comply with any or all of the provisions of this section, Incubator is hereby authorized to purchase said insurance and charge the Incubatee for the premiums of same and any other costs incurred thereon, and such sums shall be deemed an Additional Fee and may be collected by the Incubator as such in the next ensuing Incubation Charge instalment.
2. **MISCELLANEOUS**
   1. **Authority**.

Each party to this Agreement represents and warrants to the other Parties to this Agreement that it is duly authorized to enter into this Agreement and/or to execute the applicable assignment, assumption and/or consent provisions set forth herein and perform its respective obligations hereunder without the consent or approval of any other person or Party, and that the person signing this Agreement on its respective behalf is duly authorized to sign on behalf of such party.

* 1. **Assignment**

Neither Party shall assign its rights and obligations under this Agreement, in whole or in part, to any Third Party without the prior written consent of the other Party.

* 1. **Waiver**

The failure of either Party to enforce (or delay in enforcing) at any time for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of such terms or conditions or of the right of such Party at any time subsequently to enforce all terms and conditions of this Agreement. Neither Party will be deemed to waive any right under this Agreement unless it does so in writing.

* 1. **Severability**

If any provision of this Agreement shall be determined invalid, illegal or otherwise unenforceable then that provision shall be severed and deleted from this Agreement and this agreement shall be interpreted and construed as if such invalid, illegal or unenforceable provision had never been contained therein. The remaining provisions hereof shall survive and remain in full force and effect and continue to be binding and shall not be affected except insofar as is necessary to make sense of this Agreement.

* 1. **Force Majeure**

1. Neither Party shall be liable for any failure or delay on its part in performing its obligations under this Agreement if such failure or delay is due to Force Majeure conditions in whole or in part makes it impossible for the other party to perform its obligations under this Agreement;
2. The Party affected by such Force Majeure conditions shall forthwith notify the other Party of the nature and extent thereof and shall put in its best efforts to mitigate such condition. The performance of the obligations under this Agreement shall be suspended for the period during which the Force Majeure conditions continue. However, if the Force Majeure conditions prevail for a continuous period of fifteen (15) days, the Parties shall enter into bona fide discussion with a view of alleviating its effect on this Agreement by such alternative arrangement as may be fair and reasonable.
   1. **Variation**

For any change, variation or modification of the terms of this Agreement to be binding upon both Parties, the same must be in writing and signed by both Parties.

* 1. **Survival**

The terms and provisions of this Agreement which by their nature and content are intended to survive the performance hereof by any or all Parties hereto shall so survive any termination of this Agreement.

* 1. **Partnership**

Nothing in this Agreement will create a partnership, association of persons, agency or joint venture between the Incubator and the Incubatee and neither Party may enter into any contract or obligation which purports to bind the other.

* 1. **Governing Law**

This Agreement shall be governed in all respects by the laws of the Republic of India.

* 1. **Dispute Resolution; Jurisdiction**

1. If any dispute arises between the Parties during the subsistence of this Agreement or thereafter, in connection with the validity, interpretation, implementation or alleged breach of any provision of this Agreement or regarding a question, including the question as to whether the termination of this Agreement by any Party hereto has been legitimate, the Parties hereto shall endeavor to settle such dispute amicably.
2. In case of such failure, any of the Parties to the dispute shall be entitled to refer the dispute to a sole arbitrator, to be appointed by the Incubator.
3. The Arbitration proceedings shall be governed by the Indian Arbitration Act, 1996. The place of arbitration shall be exclusively Kanpur and the cost of arbitration shall be shared equally by the parties. The arbitration proceedings shall be conducted in English and the arbitral award shall also be stated in English.
4. The Parties agree that the arbitration award shall be final and binding on the Parties.
   1. **Counterparts**

This Agreement may be signed in counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

1. **COSTS AND EXPENSES**

The Parties bear their own costs and expenses in connection with the formation of this Agreement.

1. **SIGNATURE**

This Agreement has been drawn up in duplicate, one original for each Party.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

Signed: Signed:

For and on behalf of: For and on behalf of:

**Indian Institute of Technology ………………………….**

Name………………………… Name

Designation:- Dean R&D Designation:- Director

Place of signing: Kanpur Place of signing: Kanpur

Witness: Witness:

1) 1)

2) 2)

**SCHEDULE – “1”**

**SERVICES AND FACILTIES**

**Scope Of Services and Facilities.**

* 1. **Incubation Services and Infrastructure**

The Incubator will provide Incubation Services to the Incubatee as per the Incubation Policies of the Incubator in this regard, as appended in Schedule- “2”and as amended from time to time. The Facilities and infrastructure more specifically are as **in this Schedule.**

* 1. **Common infrastructure**

The Incubator provides a common pool of hard and soft infrastructure to be shared by all the Incubatees. Certain resources can be provided on charge basis by the Incubator, on request of the Incubatee and subject to the rules and regulations framed by the Incubator in this regards as applicable from time to time.

* 1. **Other Infrastructure**

The Incubator will facilitate access to the Incubator’s infrastructure on request of the Incubatee, as per the regulations made by the Incubator in this regard. The Facilities will remain under the overall control of the Incubator and will be available to the Incubatee only for specific activities.

* 1. **Other Services**

The Incubation Services will also include:-

1. Pool of mentors, experts in technology, legal, financial and related matters (only advisory), either with or without consideration
2. Trainings and workshops
3. Organising events to help incubatee in networking and showcasing their technologies
4. Meetings with visitors of the Incubator (such as alumni, VCs, industry professionals etc.)
5. In addition, the Incubator will also build up information and knowledge pool to be useful generically for the Incubatee.
6. Other benefits of the Eco System

**SCHEDULE – “2”**

**RULES AND REGULATIONS**

1. **Type of entity, eligible for Incubation**

The Incubatee has to be a Private Limited Company registered under Companies Act, 2013.

1. **Proven track record of the promoters and directors of the Incubatee**

The Incubatee, including its directors/Promoters must

1. Not be disqualified under Companies Act 2013 or any other laws of India.
2. Not have committed any default with any financial Institution, Non-Banking Financial Corporation, micro financial agency, government agency, other incubation centres or any other similar institution etc.
3. Not have committed any criminal offence or must not be under any criminal prosecution under any laws of India.
4. **Reporting requirements:-**

The Incubatee shall be required to deliver the items mentioned in the Agreement as part of the Incubation in accordance with the provisions of clause 11 of the Agreement.

1. The Incubatee is required to abide by the laws of India and will obtain all the trade licenses, permits and sanctions independently, wherever required, as prescribed under Indian Laws in order to run the business.
2. The Incubatee shall undertake research & development, design/testing, prototype development from Incubation premises but shall not carry out warehousing, storage, marketing sales or other commercial routine activity including fund raising.
3. The space given at the Incubator’s complex is unfurnished. The Incubatee is required to submit their lay out plan for any modifications, permanent fixtures etc. which they are planning in the space provided to them. Without the prior approval of the lay out plan from the Incubator they cannot undertake such work. After the completion of incubation, the space should be returned in the same condition as it was in the time of taking the occupying the space of the Incubator.
4. The Incubatee have been allotted an Incubator Unit (as detailed in Schedule - “1”(Services & Facilities) hereto) in terms of this Agreement, notwithstanding anything in this Agreement Incubator shall have the right to allot any other similar Incubator Unit to the Incubatee.
5. The Incubatee cannot display notices or signage except in the space or boards provided for such signage by the Incubator.
6. Incubatee is required to keep the Incubator informed about any visitor from abroad, and/or foreign partner, and abide by the rules/procedures in vogue of the Incubator.
7. **:-** On issues wherein no rules and/or byelaws are clearly defined, the Incubator rules and/or byelaws shall prevail.
8. Access to the Incubation Unit as provided by the Incubator to the Incubatee as part of the incubation services does not constitute an agreement of lease. The right of the Incubatee is limited to the use of the premises during the Incubation Period only.
9. **No Guarantee of Results**

The Incubator does not undertake responsibility, but shall endeavor for:

1. Ensuring success of the Incubatee, its products/ process/ services or marketability.
2. Ensuring quality of support and services provided by the Incubator to the complete satisfaction of the Incubatee or their promoters/ founders.
3. Ensuring quality of services of the consultants engaged by the Incubatee through the Incubator’s network. Incubatee will have to apply its judgment before getting in to a relationship with them.
4. The Incubatee agree that the Incubator, its Affiliates or their employees shall not be held liable for any reason on account of the above.

(While the Incubator will make every earnest effort to provide the Incubatee with the Incubation Services (Virtual or Physical) as described in this Agreement, the same cannot be made legally binding on IITK.)

**SCHEDULE – “3”**

**INCUBATION CHARGES**

***Consideration for Incubation Services and Infrastructure***

The consideration payable by the company for the use of the incubation centre facilities and infrastructure will be as follows:

Office Usage Fees @Rs.8/Sq.Ft./Month

Chart attached for rentals applicable under different situations

|  |  |  |
| --- | --- | --- |
| **Sr.No.** | **Rental Policy** | **Rate per Square Feet (Sq Ft.)** |
| 1. | For occupancy beyond incubation Period | Rs.80.00 per Sq.Ft. |
| 3. | For extra/second office space during the first 2 (two) years of incubation period. | Rs.20.00 per Sq.Ft. |
| 4. | For extra/second office space during the 1st (first) year beyond incubation period (If permitted) | Rs.40.00 per Sq.Ft. |

The normal office space will be considered as 250 Sq. Ft which will be charged at Rs.8/- per sq. ft. first occupancy). For any extra space occupied by the incubate company will be charged a commercial rate of Rs.20 per sq. ft.

Internet Connection As per Institute’ Norms

Accommodation if available As per Institute’ Norms

Electricity Charges

(Including Air-conditioning) on actuals per month, as per the prevailing charges of the units as time to time modified by IITK

Telephone charges on actuals per month

Any other facility required by

The Incubatee on actuals per month

**The Incubation charges, as mentioned above, are in accordance with the Rules, Regulations and Policies of IITK and may be amended and changed any time and if so changed or amended, the changed and amended Incubation Charges shall be applicable to the Incubatee with immediate effect.**

**SCHEDULE – “4”**

**BUSINESS PLAN AND MILESTONES**

**SCHEDULE – “5”**

**DETAILS OF PROMOTERS**

|  |  |  |  |
| --- | --- | --- | --- |
| **Sr.No.** | **Name of shareholder** | **Category** | **No of shares held** |
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