



INCUBATION GRANT AGREEMENT

THIS INCUBATION GRANT AGREEMENT (the "Agreement") has been entered into effective as of this 13th day of September 2019 ("Effective Date"), BY AND BETWEEN:

MAHARASHTRA STATE INNOVATION SOCIETY, a Society, registered under the Societies Registration Act, 1860, having its registered office at 6th Floor, Regus, Mafatlal House, HT Parekh Marg, Churchgate, Mumbai - 400020 (hereinafter referred to as "MSInS", which expression shall mean and include its successors-in-interest and assigns);

AND

SGBAU RESEARCH & INCUBATION FOUNDATION, a Section 8 company incorporated under Companies Act 2013, having its registered office at SGBAU RESEARCH & INCUBATION FOUNDATION, THE REGISTRAR, SANT GADGEBABA AMRAVATI, UNIVERSITY, TAPOVAN ROAD, AMRAVATI, Amravati, Maharashtra, India, 444603, (hereinafter, referred to as "Incubator", which expression shall mean and include its, successors-in-interest and assigns).

AND

SANT GADGE BABA AMRAVATI UNIVERSITY, AMRAVATI, a university having its registered office at THE REGISTRAR, SANT GADGEBABA AMRAVATI, UNIVERSITY, TAPOVAN ROAD, AMRAVATI, Amravati, Maharashtra, India, 444603, (hereinafter, referred to as "Host", which expression shall mean and include its, successors-in-interest and permitted assigns).

The MSInS, the Incubator and the Host are hereinafter individually referred to as a "Party" and collectively as the "Parties".

WHEREAS

- A. The Government of Maharashtra approved Maharashtra State Innovative Startup Policy 2018 under GR No. 201802071225006303, dated February 5, 2018 ("Policy"), under which the Maharashtra State Innovation Society ("MSInS") was set up. MSInS has been designated as nodal authority for implementing the Policy.
- B. MSInS released the Government resolution regarding Guidelines for Setting Up and Expansion of Incubators under GR No. 201806131215483003 dated June 13, 2018, pursuant to which the Incubator was shortlisted by MSInS for setting up an incubator in the State of Maharashtra.
- C. The Host is the supporting institute of the Incubator and has been made a Party to this Agreement, since the involvement of the Host with the Incubator and the commitment for Matching Amount, was one of the key factors for the shortlisting of the Incubator for the Grant.
- D. The Parties are therefore entering into this Agreement in order to summarize the terms of grant to be provided by MSInS to the Incubator, in order to set up and run an incubator in the State of Maharashtra.

MAHARASHTRA STATE INNOVATION SOCIETY
AUTHORISED SIGNATORY
Shardul

THE REGISTRAR, SANT GADGEBABA AMRAVATI UNIVERSITY
FOR SETTING UP AND EXPANSION OF INCUBATORS
Charterhouse Ground Floor, 2nd Floor, 3rd Floor, 4th Floor, 5th Floor, 6th Floor, 7th Floor, 8th Floor, 9th Floor, 10th Floor, 11th Floor, 12th Floor, 13th Floor, 14th Floor, 15th Floor, 16th Floor, 17th Floor, 18th Floor, 19th Floor, 20th Floor, 21st Floor, 22nd Floor, 23rd Floor, 24th Floor, 25th Floor, 26th Floor, 27th Floor, 28th Floor, 29th Floor, 30th Floor, 31st Floor, 32nd Floor, 33rd Floor, 34th Floor, 35th Floor, 36th Floor, 37th Floor, 38th Floor, 39th Floor, 40th Floor, 41st Floor, 42nd Floor, 43rd Floor, 44th Floor, 45th Floor, 46th Floor, 47th Floor, 48th Floor, 49th Floor, 50th Floor, 51st Floor, 52nd Floor, 53rd Floor, 54th Floor, 55th Floor, 56th Floor, 57th Floor, 58th Floor, 59th Floor, 60th Floor, 61st Floor, 62nd Floor, 63rd Floor, 64th Floor, 65th Floor, 66th Floor, 67th Floor, 68th Floor, 69th Floor, 70th Floor, 71st Floor, 72nd Floor, 73rd Floor, 74th Floor, 75th Floor, 76th Floor, 77th Floor, 78th Floor, 79th Floor, 80th Floor, 81st Floor, 82nd Floor, 83rd Floor, 84th Floor, 85th Floor, 86th Floor, 87th Floor, 88th Floor, 89th Floor, 90th Floor, 91st Floor, 92nd Floor, 93rd Floor, 94th Floor, 95th Floor, 96th Floor, 97th Floor, 98th Floor, 99th Floor, 100th Floor

REGISTRATION NO. 21271
198802
SEP 13 2019
R.O. 00700-PE506
STAMP DUTY MAHARASHTRA
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NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS SET FORTH HEREIN AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. Definition

- 1.1.1 "Control" or "Controlled" shall mean, the ownership, directly or indirectly, of more than 50% (Fifty percent) of the voting or economic interest of an entity, or the control over the composition of the board of directors / governing body of such entity or the power to direct the management or policies of such entity, whether by operation of law, by contract, or otherwise;
- 1.1.2 "Intellectual Property" shall mean any and all intangible property, whether or not filed, perfected, registered or recorded and whether now or hereafter existing, filed, issued or acquired, including but not limited to patents, patent disclosures, patent rights, know-how, works of authorship, copyrights, copyright applications, copyright registrations, design, trademarks, trademark registrations, trade names, service marks, service names, logos, Internet domain names, Internet and World Wide Web URLs or addresses and all other such intellectual or proprietary material.
- 1.1.3 "Investment Committee" shall mean a committee instituted by Incubator comprising of representatives from the Incubator, senior representatives from the host institute, angel and VC investors, industry experts and the MSInS formed for the purpose of shortlisting Startups who will be eligible to receive Seed Funding in accordance with Clause 2 of this Agreement.
- 1.1.4 "LRS" shall mean the Liability Register System i.e. the disbursement and management system employed by MSInS to monitor and release the Grants;
- 1.1.5 "MSInS Guidelines" shall mean (a) the Guidelines for Establishment and Expansion of Incubators released by MSInS under GR No. 201806131215483003 dated 13th June 2018, in accordance with the Policy, and (b) Standard Operating Procedures issued by MSInS, from time to time.
- 1.1.6 "Matching Amount" shall refer to the 25% contribution expected from the host institute, wherever applicable, as per MSInS guidelines, in accordance with the terms of this Agreement;
- 1.1.7 "Policy" shall have the meaning assigned to the term in Recital A.

1.2. Interpretation

1.2.1. A reference to:

- i a Clause or an Annexure is to a Clause in or an Annexure to this Agreement;

- ii including and similar words do not imply any limitation;
- iii a statute includes references to that statute as amended or replaced from time to time;
- iv a Party is a reference to a party to this Agreement, and includes that Party's permitted successors and permitted assigns; and

1.2.2. the headings in this Agreement are for convenience only and have no legal effect.

2. INCUBATION GRANT SUPPORT BY MSINs

- 2.1 MSINs hereby agrees to provide and the Incubator hereby agrees to accept a grant for an aggregate amount not exceeding INR 5,00,00,000 (Indian Rupees Five Crores only) ("**Grant**") in such tranches as the MSINs deems fit, subject to fulfilment of conditions set out in Annexure I of this Agreement. The Grant shall be subject to applicable taxes and any tax required to be deducted at source.
- 2.2 The Initial Tranche shall be for an amount of INR 25,00,000/- (Indian Rupees Twenty-Five Lakhs Only) ("**Initial Tranche**") and shall be released to the Incubator upon fulfilment of the obligations set out in Part A of Annexure I of this Agreement, to the sole satisfaction of MSINs.
- 2.3 The subsequent tranches ("**Subsequent Tranches**") shall be released by MSINs upon fulfilment of the obligations by the Incubator, as set out in Part B of Annexure I, determined solely at the discretion of the State Empowered Committee under the terms of Clause 4.2 of this Agreement.
- 2.4 The Grant is also comprised of seed fund ("**Seed Fund**") of such amount as MSINs deems fit. The Incubator may also be eligible for such Seed Fund, upon (a) being Operational (as defined below) for a period of at least 1 (one) year and after having demonstrated, to the sole satisfaction of MSINs, incubation support for at least 5 (five) startups for a minimum period of 6 (six) months, and (b) completion of the conditions stated in Annexure II of this Agreement, to the sole satisfaction of MSINs, unless otherwise exempted by MSINs.

For the purpose of this Clause, an Incubator shall be considered "**Operational**" on the date on which the Incubator brings its first incubatee on board, by executing an incubation agreement with its incubatee.

- 2.5 The Incubator shall, upon being eligible for Seed Fund, send a written intimation to MSINs informing them about the same ("**Seed Fund Eligibility Notice**"). Upon receipt of the Seed Fund Eligibility Notice, MSINs shall consult with the State Empowered Committee, and the State Empowered Committee and MSINs collectively, shall, at their sole discretion determine whether to disburse the Seed Fund. The Incubator hereby acknowledges that the decision whether to grant Seed Fund, is at the sole discretion of the State Empowered Committee and MSINs, and such decision shall be binding on the Incubator and cannot be challenged by the Incubator.
- 2.6 The Seed Fund shall be utilized by the Incubator for making investments in startups, approved by the Investment Committee of the Incubator.

2.7 It is further clarified that disbursement of all or any tranches of the Grant and the Seed Fund is purely at the discretion of MSInS and the State Empowered Committee and nothing stated in this Agreement gives the Incubator the absolute right to claim any amount of Grant or the Seed Fund from MSInS.

3. CAPACITY BUILDING RETAINER

In consideration for processing the Grant and Seed Fund, MSInS shall be entitled to 2% of all amounts ("**Capacity Building Retainer**") disbursed to the Incubator under this Agreement, for the purpose of organizing programs for the benefit of the Incubators. The Capacity Building Retainer shall be deducted from the Grant and/or Seed Fund prior to disbursement to the Incubator. The Incubator hereby agrees and acknowledges the Capacity Building Retainer payable to MSInS and acknowledges that all amounts received by it from MSInS shall be reduced by 2%, in accordance with this Clause 3, prior to disbursement.

4. STATE EMPOWERED COMMITTEE

- 4.1. The MSInS shall form a committee to evaluate the Business Plan and track progress of the Incubator and utilization of the Grant and Seed Fund (where disbursed) (hereinafter referred to as "**State Empowered Committee**"). The State Empowered Committee shall comprise of experts from the startup ecosystem, including but not limited to entrepreneurs, investors and advisors, nominated to the State Empowered Committee, solely by MSInS, at its sole discretion.
- 4.2. The State Empowered Committee shall meet periodically to evaluate the progress of the Incubator and shall provide recommendations to the MSInS regarding disbursement of subsequent tranche/s of Grant to the Incubator.
- 4.3. The State Empowered Committee shall have the following powers:
- 4.3.1. approve disbursement of Subsequent Tranches;
 - 4.3.2. approve disbursement of Seed Fund; and
 - 4.3.3. any other powers vested in the State Empowered Committee by MSInS, from time to time.

5. COVENANTS OF THE INCUBATOR

- 5.1. The MSInS shall create a separate account for the Incubator under the LRS under which different heads of expenditure shall be created. The expenditure incurred by the Incubator shall only be under the heads of expenditure approved by MSInS.
- 5.2. The LRS system is an aggregated bill payment/clearance system and not a bill approval system. It shall be prima facie assumed that all bills uploaded on LRS are appropriately sanctioned by the CEO/Head of the incubator and in case of any kind of misappropriation found, the liability shall fall only on the incubator.
- 5.3. The Incubator shall be obligated to raise a request on the LRS for any expenditure that will be cleared by MSInS. The Incubator shall be able to claim expenses that were incurred before LRS






was operational, however, only the expenses incurred by them after the date on which Letter of Intent was issued to them by MSInS shall be considered for reimbursement.

- 5.4. As and when requested by the Incubator, MSInS may, at its sole discretion, make the payment for the expenditure directly to the vendor after the Incubator uploads the invoice for the expenditure along with the bank details of the vendor on the LRS. The Incubator, however, shall have an option of raising an advance request for the expenditures, in accordance with Clause 5.2.
- 5.5. All the routine day to day operational expenses of the Incubator below INR 10,000, shall be recorded under the head, "Petty Cash Expenses". In case the incubator wishes to utilize an amount beyond INR 3,00,000 per annum, written approval from MSInS team shall be required.
- 5.6. The Incubator shall also fulfil all the obligations set out in Clause 9 of this Agreement.
- 5.7. The Incubators shall provide the details of revenue generated by it in the format provided in Annexure V of this Agreement and as updated from time to time, on a quarterly basis, within 30 days of end of each quarter.
- 5.8. The Incubator shall endeavor to meet the target milestones set out in Annexure III (projected target milestones to be submitted by the Incubator within 30 days of the execution of this agreement) and send the progress of its work and achievement of milestones to MSInS in a format set out in Annexure III, as amended from time to time, on a quarterly basis, within 30 days from end of each quarter.
- 5.9. Simultaneously with execution of this Agreement, the Incubator shall appoint the Joint CEO of MSInS or any other official of MSInS, as may be informed by MSInS in writing, as an observer on its Board of Directors.
- 5.10. The Incubator hereby undertakes to attain, on a best effort basis, self-sustenance at the end of 5 years from the Effective Date.
- 5.11. The Incubator agrees that its travel costs shall not exceed 5% of the Grant amount disbursed under this Agreement. Such travel costs shall be utilized towards travel of the CEO/Manager/any official associate of the Incubator associated directly with the operations of the Incubator. Use of any of the Grant amount towards international travel and any travel cost incurred in excess of 5% of the Grant, shall require the prior written consent of MSInS, which consent shall be given by MSInS at its sole discretion.
- 5.12. The Incubator undertakes to procure prior written approval from MSInS for disbursing salary to any of its employees, in excess of INR 3,00,000/- (Indian Rupees Three Lakhs Only) per month.
- 5.13. The Incubator shall maintain separate books of accounts for the Grant received from the MSInS.
- 5.14. The Incubator shall, inform MSInS, of any change in its management, including but not limited to change in the composition of its board, change in shareholding, change of CEO, or any change in any senior employee of the Incubator, within 7 days of such change.



- 5.15. The Incubator acknowledges that the Comptroller and Auditor General of India shall have access to the books of accounts of the Incubator, for the Grant received by it from MSInS and hereby undertakes to co-operate in giving such access.
- 5.16. The Incubator shall comply with the MSInS Guidelines, set out in Annexure VI, as may be amended by MSInS, at its sole discretion, from time to time.

6. MONITORING AND EVALUATION

- 6.1. It is agreed by the Parties that the proposed support and Grant to the Incubator by MSInS, as envisaged in this Agreement, is subject to successful evaluation of the Incubator to the satisfaction of the State Empowered Committee as provided in Clause 4.2 of this Agreement, which will evaluate the Incubator in both quantitative and qualitative manner and in accordance with the MSInS Guidelines.
- 6.2. MSInS shall, as it deems necessary, send a team for monitoring the progress of the Incubator and in case of significant shortfall in the progress, the MSInS shall, at its discretion and upon the recommendation of the State Empowered Committee terminate this Agreement, without further notice.

7. HOST'S ROLE AND RESPONSIBILITIES

- 7.1. The Host hereby undertakes to support the Incubator by providing access to its resources including access to infrastructure, laboratories, library and other facilities, teaching resources and staff to the best of its capabilities. The Host hereby undertakes to develop an internal policy for engagement with the Incubator for smooth functioning of the Incubator, and shall provide copies of such policies to MSInS, upon request by MSInS.
- 7.2. The Host agrees and acknowledges that the involvement of the Host with the Incubator was one of the key factors for the shortlisting of the Incubator for the Grant and therefore it is important to MSInS that the Host continues to supervise the Incubator and ensures compliance of the terms of this Agreement by the Incubator.
- 7.3. The Host, wherever applicable as per the MSInS Guidelines, hereby undertakes to disburse the Matching Amount simultaneous with the tranches disbursed by MSInS, in accordance with the terms of this Agreement.
- 7.4. If for any reason, the Host decides to cease its association with the Incubator, such cessation shall require the prior written consent of MSInS.

8. BUDGETARY REQUIREMENTS

- 8.1. The Incubator shall, within one month of the execution of this Agreement, submit a 5-year business plan ("Business Plan") to MSInS, which is acceptable to MSInS. Along with the business plan, Incubator will also provide a utilization plan in a format acceptable to MSInS.
- 8.2. The Incubator shall, at least 60 days prior to expiry of each financial year, submit a utilization plan for the next financial year and utilization plan of any Grant shall be in accordance with such

utilization plan approved by MSInS. Any deviation from the utilization plan shall require the prior written consent of MSInS.

- 8.3. The break-up of tranches to be released to Incubator shall be finalized by the State Empowered Committee on the review of the Business Plan & Utilization Plan, pursuant to discussions between the Chief Executive Officer of the Incubator, the State Empowered Committee and/or the MSInS executive team on the basis of the Business Plan, Utilization Plan and quarterly reports submitted by the Incubator.

9. MAINTENANCE AND SUBMISSION OF FINANCIAL STATEMENTS FOR AUDIT

- 9.1. The Incubator shall submit audited statements of accounts, Auditors' Report and the utilization certificate, evidencing utilization of the Grant disbursed (a) within 60 days from the end of each Financial Year, and (b) along with its request for disbursement of subsequent tranches of the Grant. In addition, MSInS may undertake Special Audit of the incubator whenever it deems fit.

10. EVENTS AND WORKSHOPS ORGANIZED BY MSInS

- 10.1. The MSInS shall organize events and workshops for the Incubator, at such location as it may deem fit, including but not limited to the premises of other incubators supported by MSInS. MSInS shall provide a minimum of 1 (one) week notice to the Incubator for all such events and workshops organized by it.
- 10.2. The Incubator hereby undertakes to nominate relevant representatives to attend all the events organized by MSInS.

11. EVENT OF DEFAULT

- 11.1. Event of default shall include any of the following events (hereinafter referred to as "Event of Default"):
- 11.1.1. Failure of the Incubator to adhere to the provisions of this Agreement including breach or non-fulfillment or non-compliance with the covenants contained in this Agreement.
- 11.1.2. Use by the Incubator of the Grant and/or Seed Fund for any purpose not permitted under the terms of this Agreement.
- 11.1.3. Commission of any criminal offence or civil wrong including moral turpitude, sexual harassment, fraud and misconduct by the Incubator and/or key management personnel of the Incubator and/or the Host vis-a vis the Incubator;
- 11.1.4. Change in Control or management of the Incubator without the prior written approval of the MSInS;
- 11.1.5. The Incubator ceasing to carry on the business of incubation, as envisaged herein;
- 11.1.6. Any breach of the terms of this Agreement, if not cured within 7 days.





- 11.2. Upon the occurrence of an Event of Default, at the discretion of the MSInS, this Agreement shall be terminated, resulting in the following:
- 11.2.1. termination of disbursement of any further Grant under this Agreement;
 - 11.2.2. blacklisting the Host from participating in any future investments and/or any financial support from MSInS and/or its Affiliates, in the future;
 - 11.2.3. any other action that the MSInS and/or State Empowered Committee may deem fit at their sole discretion.
- 11.3. In the case of any misappropriation of funds, MSInS has the right to levy a penalty of up to 10% of the misappropriated funds. Decision of the State Empowered Committee (SEC) shall be final and binding in this regard.
- 11.4. In the case of a delay in submitting periodical audit reports and any other requisite information within the stipulated time, MSInS has the right to levy a penalty of up to INR 10,000 for every such instance. Decision of the State Empowered Committee (SEC) shall be final and binding in this regard.
- 11.5. Without prejudice to its rights under the law and this Agreement, in case of occurrence of an Event of Default under Clauses 11.1.2, 11.1.3, 11.1.4, 11.1.5, 11.1.6, MSInS shall have the right to require the Incubator and/or the Host Institute to repay the entire Grant amount disbursed by MSInS. The Incubator and the Host Institute hereby agree and undertake to repay the Grant amount disbursed by MSInS to MSInS, immediately and within 30 (thirty) days from the date of receipt of notice for repayment from MSInS, in accordance with the terms of this Clause 11.3.
- 11.6. In case of any activity undertaken by the Incubator which is deemed unfit by MSInS, MSInS has the right to take appropriate action.

12. BRANDING

MSInS has an exclusive right to use the name of the Incubator in its publicity materials including social media, websites and/or brochures. The Incubator will acknowledge incubation support provided by MSInS under the terms of this Agreement, on its website, marketing materials, communications with investors, etc. In case the incubator is receiving financial support from any other entity apart from MSInS and wishes to give them branding rights, a No Objection Certificate (NOC) shall be obtained by the incubator from MSInS.

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13. INTELLECTUAL PROPERTY RIGHTS

The Parties hereby agree that each Party shall continue to retain ownership of its respective Intellectual Property. Except as specifically permitted in this Agreement, neither Party shall have the right to use the other Party's Intellectual Property without the prior written permission of such Party.



14. CONFIDENTIALITY AND NON-DISCLOSURE

- 14.1. As used herein, “**Confidential Information**” shall mean any and all information disclosed by each Party to the other (including, without limitation, any idea, discovery, development, invention, know-how, information, procedure, technique, algorithm, data, material, document, notes, manual, report, study, photograph, specification, sketch, drawing, design; schematic, prototype, product, source code, research, customer list, price list, product description, Business Plan, marketing plan, financial information, or work in process), whether such information is in oral, written, graphic or electronic form, and whether such information is disclosed before, on or after the Effective Date.
- 14.2. Subject to the terms of this Agreement, each Party receiving the Confidential Information (hereinafter referred to as “**Receiving Party**”) shall not, without the prior consent of the Party disclosing the Confidential Information (hereinafter referred to as “**Disclosing Party**”) disclose the Confidential Information to any third party, other than such of its legal advisors or accountants and in case of the Incubator, to its group of investors, mentors and other network partners with a bona fide need to know the Confidential Information for the incubation (hereinafter referred to as “**Representatives**”). Prior to any such disclosure to a Representative, the Receiving Party shall have informed each such Representative of the requirement of this Agreement and shall have obtained from such Representative a binding written agreement requiring the Representative to maintain the confidentiality of the Confidential Information under the terms and conditions substantially similar to this Clause 14.
- 14.3. The Parties agree that the Disclosing Party shall remain the exclusive owner of the Confidential Information.
- 14.4. Confidential Information shall not, however, include any information that:
- 14.4.1. was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party;
 - 14.4.2. becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party;
 - 14.4.3. becomes known to the Receiving Party through disclosure by a third party having the legal right to disclose such Confidential Information, provided that such disclosure is made to the Receiving Party without any obligation of non-use or non-disclosure;
 - 14.4.4. is independently developed by the Receiving Party without reference to any Confidential Information disclosed hereunder;
 - 14.4.5. is approved for release (and only to the extent so approved) by the Disclosing Party; or
 - 14.4.6. is disclosed pursuant to the lawful requirement of a court or governmental agency or where required by operation of law.
- 14.5. Upon the written request of the Disclosing Party, the Receiving Party shall return or destroy, at the option of the Disclosing Party, within 10 (ten) business days of such request, all tangible manifestations of the Confidential Information. Subsequent to any return of the Confidential



Information, the Receiving Party will continue to be bound by its obligations hereunder and such obligations shall survive beyond the tenure of this Agreement till another date, if any, as may be specified.

15. REPRESENTATIONS AND WARRANTIES

15.1. Each Party represents and warrants to the other that, as on the Effective Date of this Agreement:

15.1.1. It has the authority and capacity to enter into this Agreement and the terms of this Agreement can be fully enforced against it.

15.1.2. It is free to enter into this Agreement without violation of any third-party rights and that entering into this Agreement shall not result in a violation of any agreement or restrictive condition that it may have with any third party.

15.1.3. Is not a party to any arrangement or agreement which shall compromise its ability to carry out its duty.

15.1.4. It shall not enter into any arrangement which would impose any obligation inconsistent with this Agreement or which would restrict or conflict with the performance of its obligations under this Agreement.

15.2. Additionally, the Incubator hereby acknowledges that the disbursement of the Grant and/or the Seed Fund, is solely at the discretion of MSInS and nothing in this Agreement creates an obligation on MSInS to mandatorily disburse the Grant and/or the Seed Fund. Further, MSInS at no point of time shall be liable to disburse any funding to incubatees of the Incubator. The Incubator shall not misrepresent or guarantee funding on behalf of MSInS to its incubatees.

16. NO PARTNERSHIP OR AGENCY

The Parties have entered into this Agreement as independent contractors. Nothing in this Agreement shall be construed to create any relation of a partnership, joint venture or employment between the Parties or to make a Party an agent of the other Party for any purpose.

17. INDEMNIFICATION

The Incubator hereby agrees to indemnify, defend, and hold harmless the MSInS and its directors, agents, advisors, representative, contractors, subcontractors and employees (each, an "Indemnatee") from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments (each, a "Claim" and collectively, "the Claims"), which may be suffered by, incurred by, accrued against, charged to, or recoverable from any Indemnatee, by reason of any Claim arising out of or relating to any act, error or omission, negligence, or misconduct of the Incubator, its promoter or any representative or employee of the Incubator or promoter without limitation, Claims arising out of or relating to any misrepresentation or breach of warranty of any representation or any breach of any covenant set forth in this Agreement.

18. TERM AND TERMINATION

18.1. Notwithstanding Clause 11, this Agreement shall be valid for a period of 5 (Five) years, from the



Effective Date ("Term"), unless terminated earlier by MSInS in accordance with the terms of this Agreement.

- 18.2. The Parties hereby confirm that the Incubator shall not have the right to terminate this Agreement during the Term, without the prior written consent of MSInS.

19. ASSIGNMENT

The Incubator and its promoter shall not be permitted to transfer or assign any of their rights or obligations under this Agreement, without the consent of MSInS, to any third party. It being clarified that the MSInS shall have the right to assign this Agreement to any other party or person.

20. GOVERNING LAW

This Agreement shall be construed and interpreted in accordance with the laws of the Republic of India and the courts at Mumbai shall have exclusive jurisdiction.

21. ARBITRATION & DISPUTE RESOLUTION

- 21.1. All disputes and differences arising out of or in connection with any of the matters set out in this Agreement (hereinafter referred to as "Dispute"), if not resolved by amicable settlement within 30 (thirty) days from the Dispute, shall be finally and conclusively determined by arbitration by a sole arbitrator mutually appointed jointly by both the parties, in accordance with the Arbitration and Conciliation Act, 1996, of India, for the time being in force.
- 21.2. The arbitrator shall reach and render a decision in writing with respect to the appropriate award to be rendered or remedy to be granted pursuant to the Dispute.
- 21.3. To the extent practical, decisions of the arbitrator shall be rendered no more than 90 (Ninety) days following commencement of proceedings with respect thereto.
- 21.4. The arbitration shall be conducted in English, and the venue for arbitration shall be Mumbai.
- 21.5. All costs of arbitration (excluding lawyer fees) shall be borne by the Parties in dispute, equally.
- 21.6. The award shall be binding on the Parties subject to the Applicable Laws in force and the award shall be enforceable in any competent court of law.

22. NOTICE

All notices, requests or other communications to any Party shall be sufficient if contained in a written instrument delivered in person, sent by e-mail or sent by registered or certified mail or sent by overnight courier, addressed to such party at the address set forth below:

| Maharashtra State Innovation Society | Incubator |
|--|---|
| Address: 607, Regus, 6 th Floor, Mafatlal House, HT Parekh Marg, Churchgate, Mumbai - 4000020 | Address: SGBAU RESEARCH & INCUBATION FOUNDATION, THE REGISTRAR, SANT GADGEBABA AMRAVATI, UNIVERSITY, TAPOVAN ROAD, AMRAVATI, Amravati, Maharashtra, India, 444603 |
| Kind Attn: Jt. CEO, MSInS | Kind Attn: Dr. D.T Ingole |
| e-mail: mithun@msins.in | e-mail: directoriil@sgbau.ac.in |
| Phone No.: 9820342118 | Phone No.: 9422157902 |

23. ENTIRE AGREEMENT

This Agreement contains the entire terms of understanding and contractual agreement between the Parties relating to the subject matter hereof and may not be modified in any manner except by an instrument in writing signed by a duly authorized representative of each of the Parties.

24. MODIFICATION

This Agreement may not be altered or modified except in writing, duly executed by an authorized representative of MSInS.

(Handwritten signature)
(Handwritten signature)



IN WITNESS WHEREOF the Parties have caused this Agreement to be executed in duplicate originals by their duly authorized representatives.

For MAHARASHTRA STATE INNOVATION SOCIETY

For SGBAU RESEARCH & INCUBATION
FOUNDATION

Name: Shri. Deependra Singh Kushwah, I.A.S.

Name: D.T. INGOLE

Designation: Chief Executive Officer

Designation: DIRECTOR
INNOVATION, INCUBATION
& LINKAGES

Date: 13 SEP 2019

Date: 28/9/19

Place: Mumbai

Place: AMRAVATI

For SANT GADGE BABA AMRAVATI UNIVERSITY, AMRAVATI

Name: T.R. DESHMUKH

Designation: REGISTRAR

Date: 28/09/19

Place: Amravati



ANNEXURE I
PART A
CONDITIONS FOR RECEIPT OF INITIAL TRANCHE

The Initial Tranche shall be released, at the sole discretion of the MSInS, upon submission of the following documents by the Incubator, subject to verification by MSInS:

1. Incorporation Certificate/ Registration Certificate of the Incubator evidencing incorporation of the Incubator as a Section 8 company, under the Indian Companies Act 1956 or 2013.
2. Details of the bank account created for the purpose of receiving the Grant.
3. Duly signed copy of this Agreement.
4. Proof of availability of matching contribution in case the Incubator belongs to Category II, Category III or Category IV, as prescribed under MSInS Guidelines.

PART B

The subsequent tranches shall be released upon the fulfilment of the following obligations:

1. Due diligence by MSInS for compliance of the Incubator of the conditions laid down by the MSInS Guidelines and verification of claims of the Incubator in its proposal submitted to the MSInS.
2. Recommendation given by the State Empowered Committee with respect to the progress of the Incubator on the target milestones set for the Incubator by MSInS.
3. Proof of availability of matching contribution in case the Incubator belongs to Category II, Category III and Category IV in accordance with the MSInS Guidelines.
4. In case the Incubator does not own a workspace, a lease agreement with the Host institution shall be submitted to the MSInS with the following particulars:
 - a. At least 5000sq.ft of space should be reserved for the incubator. This may be relaxed in exceptional circumstances only after the approval of MSInS State Empowered Committee.
 - b. The lease agreement shall be for a period of at least 10 years.
 - c. Incubation Centers which already have a dedicated space from the Host institution would also be required to provide a copy of the lease agreement which extends for at least the next 10 years.
5. Submission of proof regarding appointment of a professional and full time Chief Executive Officer and Manager of the Incubator.
6. Documentary evidence from the Host that it shall simultaneous with each subsequent disbursement, disburse the Matching Amount.

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ANNEXURE II

ADDITIONAL CONDITIONS FOR ELIGIBILITY OF SEED FUND

1. The Incubator shall be required to create a separate bank account for managing the Seed Fund, which shall be different from the bank account/s of the Incubator used for the purpose of handling its capital and operational expenditures.
2. The Incubator shall spend a minimum of 10% and not more than 30% of the Seed Fund over a period of 5 years for the purpose of providing seed funding to its incubatees.

ANNEXURE III

PROJECT MILESTONES

| Sr. No. | Targets | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---------|--|--------|--------|--------|--------|--------|
| 1 | No. of startups to be incubated at the incubator* | | | | | |
| 2 | No. of startups to exit / graduate ¹ from the incubator* | | | | | |
| 3 | No. of new products / technologies to be developed / innovations to be commercialized | | | | | |
| 4 | No. of ideas hackathons to be conducted* | | | | | |
| 5 | No. of other intensive programs (not hackathons) for early stage startups to be conducted | | | | | |
| 6 | No. of conferences/ workshops/seminars to be organized | | | | | |
| 7 | No. of events organized outside the incubator to sensitize the regional innovation ecosystem | | | | | |
| 8 | No. of mentors on-boarded by incubator | | | | | |
| 9 | No. of experts/faculty from the host institute who were meaningfully engaged (provide details) | | | | | |
| 10 | No. of partnerships forged with stakeholders in the ecosystem (details on the nature of partnership to be provided separately) * | | | | | |
| 11 | No. of jobs created by startups incubated | | | | | |
| 12 | Growth in revenue of startups after being incubated* | | | | | |
| 13 | Improvement in operational efficiency of incubated startups (Ratio of Revenue/Costs) | | | | | |
| 14 | No. of startups supported with seed capital | | | | | |

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|----|---|--|--|--|--|--|
| | by the incubator* | | | | | |
| 15 | No. of incubated startups that have raised external funding | | | | | |
| 16 | Other notable services provided (if any) | | | | | |

¹graduate/exit shall be counted as a startup that has received external venture funding, got acquired by a larger existing company, or found a financially sustainable business model.

Note: The information on parameters marked with * are mandatory to provide.

Signature *Signature*



ANNEXURE IV

FORMAT FOR BUDGETARY DETAILS

| Sr. No. | Item of Expenditure | Year 1 | Year 2 | Year 3 | Year 3 | Year 4 | Year 5 |
|----------|---|--------|--------|--------|--------|--------|--------|
| A | Non-Recurring | | | | | | |
| 1 | Renovation/Refurbishing of space for the incubation centre (provide details in the Annexure) | | | | | | |
| 2 | Any equipment relevant to focus sector (provide details in Annexure) | | | | | | |
| 3 | Office equipment (such as communication network, video conference facility, etc.) | | | | | | |
| 4 | Contingencies | | | | | | |
| | Total A | | | | | | |
| B | Recurring | | | | | | |
| 1 | Manpower | | | | | | |
| 2 | Travel | | | | | | |
| 3 | Utility & Maintenance | | | | | | |
| 4 | Marketing, networking & publicity | | | | | | |
| 5 | Startup Accelerators / Hackathons / Workshops / Conferences, etc. | | | | | | |
| 6 | Other Administrative Expenses including consumables, printing, publications, books, journals etc. | | | | | | |
| 7 | Miscellaneous and Contingencies | | | | | | |
| | Total B | | | | | | |
| C | Seed Support | | | | | | |
| 1 | Total Seed Support (provide details in Annexure) | | | | | | |
| | Total C | | | | | | |
| | Total Project Cost (A+B+C) | | | | | | |
| | Contribution from the host institute | | | | | | |
| | Contribution from the other sources such as CSR partners, other Government partners, etc (details to be provided separately) | | | | | | |
| | Revenue Generation of Incubator (details to be provided separately) | | | | | | |
| | Contribution expected from the MSInS | | | | | | |

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ANNEXURE V

DETAILS OF REVENUE GENERATED

| Sr. No. | Means of Revenue Generation | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
|---------|-----------------------------|--------|--------|--------|--------|--------|-------|
| 1 | | | | | | | |
| 2 | | | | | | | |
| 3 | | | | | | | |

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