

Agreement with

Tagore Centre for Green Technology Business Incubation -IEST, Shibpur (TCGTBI)

Executed by

M/S **INCUBATEE**

This Agreement is made at Shibpur, Dist Howrah on this **<DAY>** of the month of **<MONTH>** of the year Two Thousand **Sixteen**(Date-**<DATE>**) Between **Tagore Centre for Green Technology Business Incubation - IEST, Shibpur**, having its office at Indian Institute of Engineering Science and Technology, Shibpur (Host Institute) P.O. Botanical Garden, Howrah – 711103 a Facilitator, (hereinafter referred to as **TCGTBI**), represented by Secretary, Prof (Dr.) M. K. Sanyal (which expression, unless repugnant to the context thereof, shall include its successors-in-office, administrator and assign) on the **ONE PART**

And

M/S INCUBATEE having its registered office at **ADDRESS** (hereinafter referred to as **Entrepreneur**) **represented** by **NAME**, (which expression shall, unless repugnant to the context thereof, shall include his heir, legal representative(s) and assigns) of the **OTHER PART**.

WHEREAS TCGTBI has been founded with one of its main objectives to facilitate, encourage entrepreneurship amongst enterprising persons with the sole idea of implementing better and efficient technology for that purpose, TCGTBI provides assistance to entrepreneur (against payment of License fee, consultancy and related charges where and when necessary / applicable) by making possible the use of common facilities and other amenities available to TCGTBI , such as work space, equipment , library, computer and technical guidance (hereinafter referred to as the common facilities).

AND WHEREAS TCGTBI has selected the entrepreneur (as per norms and procedure) to pursue entrepreneurial activities through TCGTBI.

AND WHEREAS the entrepreneur has requested TCGTBI to extend all possible facilities and assistance to enable him/them to carry on entrepreneurial activities.

AND WHEREAS TCGTBI having considered the said application and request of the entrepreneur has agreed to allow the entrepreneur to use the said common facilities available through TCGTBI.

AND WHEREAS IT IS AGREED BY AND BETWEEN THE TCGTBI AND THE ENTREPRENEUR AS UNDER:

1. The Entrepreneur shall pay at the time of execution of this Agreement an amount of Rs.6,000/-(Rupees Six Thousand only) to TCGTBI toward one time Registration Fee for being a member of the Incubation Centre as Entrepreneur, which remains valid for 36 (thirty six) months from the date of execution of this agreement unless otherwise the duration of such validity is modified by the appropriate authority of TCGTBI.
2. Entrepreneur would generally be allowed to avail the Incubation Facilities for a maximum period of 36 (thirty six) months, subject to fulfilling all terms and conditions of the Agreement.
3. However, on appeal for extension of period of incubation beyond 36 (thirty six) months by the entrepreneur, giving adequate reasons, the Governing Body of TCGTBI might consider extending the period of stay of the entrepreneur with new terms and conditions (which may include revision of charges) stipulated, as it deems necessary and subject to mutual agreement by TCGTBI and Entrepreneur. However, the decision shall be on a case- to- case basis and the Governing body's opinion on the matter is final and binding on the part of the entrepreneur.
4. Further if the Governing body decides not to accede to the request of the entrepreneur to continue beyond the stipulated period, it would reject the extension request without mentioning any reason whatsoever for the same.
5. In consideration of the TCGTBI allowing the entrepreneur to use any work space, the entrepreneur hereby agrees that during the tenure of the agreement, it will pay TCGTBI a monthly License fee as will be provided in the Deed of License executed between the TCGTBI and the entrepreneur along with this Agreement, for the use of the work space,. Such License Fee would be payable from the 3rd. month of signing of the Agreement or from the month (or part thereof) of commencement of work at the Incubation Centre by the Entrepreneur, whichever is earlier.

6. During the tenure of agreement, TCGTBI hereby agrees to allow the entrepreneur to use the common facilities subject to the condition as mentioned here in under :
- a) The common facilities shall be used by entrepreneur as per norms and directives of TCGTBI authority, to solely pursue the activities mentioned in the application submitted to TCGTBI at the time of their selection to TCGTBI or the activities to be approved subsequently by TCGTBI on the request of Entrepreneur.
 - b) Notwithstanding the general agreement about using the said common facilities of TCGTBI (on a charge basis where necessary) specific permission would be required from the competent authority for each specific job not included / covered in the original application and as have been agreed to by TCGTBI, and such permission may be refused or withdrawn without showing any specific reason and furthermore, TCGTBI will not bear any liability which may arise out of refusal or withdrawal of such permission.
 - c) Notwithstanding any specific permission for using equipment and computer facilities of TCGTBI, the TCGTBI Authorities, without any specific commitment, will facilitate its incubates to obtain necessary permission for accessing / availing facilities of the Host Institute (IEST-Shibpur), on a chargeable basis wherever applicable, to be borne by the incubates.
 - d) Computer and equipment facilities may be made available to entrepreneur registered with TCGTBI on charge basis at rate to be fixed by TCGTBI from time to time. Guidance of faculty members and assistance of technical staff or usage of laboratory facilities may be made available on terms and condition to be negotiated separately.
 - e) The entrepreneur shall be liable to pay the repair/replacement cost for any willful damage or damage due to negligence of any equipment (belonging to or under the care of TCGTBI-IEST, Shibpur).
 - f) The entrepreneur shall not effect changes in the form of erecting structure in the premises allotted to them without written approval from TCGTBI.
 - g) Furthermore TCGTBI, or the Host Institute shall neither be responsible nor liable for any accident that the entrepreneur or his assignees/representative might meet within the course of their work within the premises of IEST, Shibpur or TCGTBI. TCGTBI shall not accept any responsibility to compensate any one as a result of any accident

or damage (electrical / explosion) taking place at the Entrepreneur's premises or at any place, either resulting from their activities or otherwise. The victim could be Entrepreneur or their employee, other person working in TCGTBI premises or any visitors to TCGTBI. Paying any compensation to those who have suffered arising out of any act of negligence of the Entrepreneur, shall be the sole responsibility of Entrepreneur. Under the above contingency, it is also the responsibility of the entrepreneur to compensate for any loss caused to the property of TCGTBI.

7. The tenure of this Agreement is as mentioned under clause 1 and 2, hereinabove. However, either party can terminate the agreement by giving three months prior notice.
8. In addition to one-time Registration Fee and monthly License Fee, the following charges would also be payable by the Entrepreneur as might be applicable :
 - a) All charges, as to be determined by TCGTBI, towards any special services or facilities, not considered as part of the free facilities of TCGTBI, as might be availed by the Entrepreneur from TCGTBI or through its intervention.
 - b) From 37th. . month of operation at TCGTBI, as may be approved by competent authority, till the entire tenure of the Entrepreneur in TCGTBI, a share of net profit of entrepreneur's company to the tune of 2 (Two) percent would be required to be paid by the Entrepreneur to TCGTBI in addition to the monthly rentals as per prevailing norms of TCGTBI.
 - c) The entrepreneur shall pay service charges to TCGTBI for water and electricity as may be levied by authorities for specific usage by the Entrepreneur. If any of these connections is cut off by such authorities, for any default, of payment on the part of the entrepreneur, the charges of restoring to such services will be borne by the entrepreneur.
 - d) For any breach of the covenants on the part of the entrepreneur including payment of Registration Fee, License Fee and other fees payable if any, falling in arrears, the TCGTBI will be entitled to terminate this agreement by giving one month's notice to the entrepreneur and the entrepreneur must clear all dues with prevailing interest rate as per State Bank of India and compensation, if any, as may be determined by TCGTBI within the specified time.
 - e) In case, the entrepreneur fails to vacate and deliver possession of the said work space to TCGTBI or to licensing authority other than TCGTBI on the termination of the

agreement, the TCGTBI or the licensing authority shall be entitled to take possession of the said space by removing all articles of the entrepreneur found in the said work space in such manner as it may be deemed fit and the expenses, if any, incurred by the TCGTBI shall be reimbursable in full from the entrepreneur.

9. All fees / charges may / will be reviewed / revised at the end of each financial year.
10. The above agreement is strictly provisional in nature. The applicant Entrepreneur is supposed to have a Company incorporated as per rules and statutes of Union of India within maximum 03 (Three) months reckoned from the date of execution of this agreement. They also have to produce visible evidence of defined roles of faculty of IEST in the said organization within maximum 03 (Three) months reckoned from the date of execution of this agreement.
11. The entrepreneur shall submit project's financial account statement audited by a registered Chartered Accountant to TCGTBI- IEST, Shibpur by June 30th every year. Pending the final submission of the audit report, the entrepreneur shall submit an un-audited financial statement on or before 15th April every year.
12. The entrepreneur shall abide by all rules and regulation as provided for TCGTBI by its Governing body, from time to time.
13. In case of any dispute or disagreement between the TCGTBI AND THE entrepreneur regarding any interpretation of any cause of this agreement, Matter will be referred to the Director. IEST, Shibpur (in his capacity as Chairman of the Governing body of TCGTBI) and his decision on the issue shall be final and binding to all parties.

EXHIBIT OF THE AGREEMENT:

1. Pre Application Questionnaire as submitted by **INCUBATEE**, as Promoter of the proposed Company as considered in the meeting of Incubate Selection Committee held on **(Get the date from ISC MoM)**.
2. Certificate of Incorporation of the Company in the name of (**As mentioned in the 1st Page of this Agreement**) as submitted or to be submitted within maximum three months from the date of execution of this Agreement by **As mentioned in the 1st Page of this Agreement**, as **(Designation of the person)** of the Company.
3. Completely clarified agreement with the Faculty-Member of IEST, Shibpur clearly defining the role in the company as mentioned above (To be submitted within One Month from signing of this agreement).

SIGNED, SEALED AND DELIVERED BY:

On the <DAY> day of the <MONTH> of the year XXXX (Date: <DATE>), the effective date of this Agreement coming in to operation is as stated on the first page of this Agreement.

For TCGTBI	For M/s Incubatee
Signature	Signature
Name :	Name : XXX
Address : TCGTBI, IEST-Shibpur, P.O. Botanical Garden, Howrah – 711 103	Address : XXX
In presence of	In presence of
Signature	Signature
Name: XXX	Name : XXX
Address: XXX	Address : XXX

DEED OF LICENSE

This deed of license made on this <DAY> of the month of <MONTH>, of the year Two Thousand Sixteen (<DATE>) between the **TAGORE CENTRE FOR GREEN TECHNOLOGY BUSINESS INCUBATION – IEST, SHIBPUR**, a Registered Society constituted under the Societies Act, (West Bengal XXVI of 1961) having its registered office at IEST, Shibpur; PO Botanic Garden; Howrah – 711 103, West Bengal (hereinafter referred to as the **TCGTBI**) on the ONE PART And **M/s INCUBATEE**, Entrepreneur registered with the TCGTBI, (hereinafter referred to as the Licensee) on the OTHER PART.

WHEREAS THE Licensee has applied to TCGTBI represented by the Secretary for leave and license to carry on entrepreneurial activities as described more fully in the Agreement entered into by the Licensee with TCGTBI during registration as an entrepreneur with TCGTBI in the work space described in the schedule in the Entrepreneurship Development Area located at TCGTBI-IEST, Shibpur for the purpose of fulfilling the objects described in the agreement.

And WHEREAS TCGTBI agreed to grant such leave and license as aforesaid to the license paying to TCGTBI @ **Rs.2,000/- (Rupees Two Thousand only) per month within**

1st week of each month, for being provided Work-Space, with available services and facilities measuring approximately 50 sq. ft and WHEREAS these charges are exclusive of charges like,

1. Electricity Charges which are levied on the basis of actual consumption.
2. Entrepreneurial Registration fee, and the consultancy if any and other charges if required to be paid.
3. Any agreement existing between entrepreneur and TCGTBI regarding the percentage of gross sales amount to be paid to TCGTBI for operating from its premises, which is detailed in the Agreement that he has entered into with TCGTBI.
4. The licensee shall, during the said tenure, keep the said workspace and the fittings and appliances therein, if any, in good, clean and tidy condition to the satisfaction of the Secretary, TCGTBI or his nominee, and will maintain and execute and perform at his own expense that may from time to time be required or be necessary to be done to the said holding and the fittings and appliances therein.
5. All fittings / furniture / fixtures inside the allotted work-space which are owned by TCGTBI to be maintained by entrepreneur.

IN WITNESS THEREOF THE PARTIES of these presents have hereunto set and subscribed their respective hands and seals, the day, month and year first above written.

SIGNED, SEALED AND DELIVERED by the said competent authority of the above named parties at Shibpur.

SIGNED, SEALED AND DELIVERED BY:

On the **<DAY>** day of the **<MONTH>** of the year **XXX** (Date: **<DATE>**), the effective date of this Agreement coming in to operation is as stated on the first page of this Agreement.

<u>For TCGTBI</u>	For M/s Incubatee
Signature	Signature
Name :	Name : XXX
Address : TCGTBI, IEST-Shibpur P.O. Botanical Garden, Howrah – 711 103	Address : XXX

In presence of	In presence of
Signature	Signature
Name: XXX	Name : XXX
Address: XXX	Address : XXX