

**Agreement with
Tagore Centre for Green Technology Business Incubation -IIEST, Shibpur
(TCGTBI, IIESTS)**

Executed by

M/S XXX

This Agreement is made at Shibpur, Dist. Howrah on this **<DAY>** day of the month of **<MONTH>** of the year **Two Thousand Twenty Three** (Date-**<DATE>**) between **Tagore Centre for Green Technology Business Incubation -IIEST, Shibpur**, having its office at Slater Hall (1st. floor), Indian Institute of Engineering Science and Technology, Shibpur (Host Institute / IIEEST, Shibpur) P.O. Botanical Garden, Howrah – 711103 a facilitator, (hereinafter referred to as **TCGTBI**), represented by Secretary, Prof. (Dr.) Manas Kumar 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 XXX (CIN: **XXX**) having its **Registered Office/ Mailing Address** at **XXX** (hereinafter referred to as **Entrepreneur/Member-Incubate**) represented by **Mr. / Ms. XXX**, (which expression shall, unless repugnant to the context thereof, shall include **his/ her** heir, legal representative(s) and assigns) on 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, efficient and sustainable technology and for that purpose, TCGTBI provides assistance to Entrepreneur by providing certain facilities / amenities / services, such as working space, equipment, mentoring etc. along with library, technical guidance etc. (hereinafter referred to as the Common Services / Facilities), subject to availability and against payment of License Fee (as elaborated in the "Deed of License" as in Exhibit-3) and other related charges where and when necessary / applicable.

AND WHEREAS the Entrepreneur has requested TCGTBI to extend all possible facilities and assistance to enable **him/ her** to carry on entrepreneurial activities as a registered **member-incubate** of TCGTBI.

AND WHEREAS TCGTBI has selected the Entrepreneur (as per norms and procedure) to pursue entrepreneurial activities through TCGTBI as its member-incubate.

AND WHEREAS TCGTBI having considered the said application and request of the Entrepreneur has agreed to allow the Entrepreneur to register as a member-incubate and to avail the said common services / facilities, as may be provided to **him/ her** by TCGTBI under specific terms and conditions.

AND WHEREAS IT IS AGREED BY AND BETWEEN 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 towards one time Registration Fee, for being a member-incubate of the Incubation Centre, which becomes effective from the date of execution of this agreement and remains valid for **his/ her** entire tenure as member-incubate of the Incubation Centre, unless otherwise the duration of such validity is modified by the appropriate authority of TCGTBI.
2. The tenure of the Entrepreneur as registered member-incubate of TCGTBI would generally be for a maximum period of 36 (thirty six) months from the

date of execution of this agreement, unless otherwise such duration is modified by appropriate authority of TCGTBI subject to fulfilling all terms and conditions of the Agreement.

3. However, on appeal for extension of membership tenure beyond 36 (thirty six) months by the Entrepreneur, giving adequate reasons, the Managing Committee of TCGTBI might consider extending the period of such membership of the Entrepreneur with new terms and conditions (which may include revision of charges as mentioned in this agreement) stipulated, as it deems necessary and subject to mutual agreement by TCGTBI and Entrepreneur. However, the decision for such extension and its tenure shall be on a case-to-case basis and based on decision of the appropriate authority, as to be determined by TCGTBI, which would be final and binding on the part of the Entrepreneur.
4. Further, if the request of the Entrepreneur to continue beyond the stipulated period, is not approved, it would be rejected automatically without mentioning any reason whatsoever for the same.
5. The Entrepreneur as a member-incubate of TCGTBI, hereby agrees that during the entire tenure of the Agreement, it will pay TCGTBI a monthly License Fee, as will be provided in the Deed of License executed between TCGTBI and the Entrepreneur along with this Agreement. Such License Fee @ Rs. 2000/- (two thousand only), per month (or part thereof), would be payable from the beginning of 4th month of signing of the Agreement or from the beginning of the month of commencement of work at the Incubation Centre by the Entrepreneur, whichever is earlier, and to be paid latest by the 7th. day of each month. Defaulters would be charged suitable penalty as would be decided by the competent authority, as to be determined by TCGTBI. The member-incubate, would be entitled to be allotted with one unit of modular working space at the Incubation Centre (measuring approx 50 Sq.ft with standard furnishing, fittings and fixtures) , on demand.
6. And WHEREAS TCGTBI, at its sole discretion, may allow the Entrepreneur to occupy multiple units of modular working-space on request, subject to

availability and approval, the Entrepreneur will additionally pay monthly License fee@ Rs.2,000/-(Rupees Two Thousand only) per month (or part thereof), per additional unit of modular working-space within 7th day of each month from the month such additional unit(s) of working space is allotted to **him / her**.

7. During the tenure of agreement, TCGTBI hereby agrees to allow the Entrepreneur to use the Common Services / Facilities subject to the condition as mentioned hereinunder :
 - a) The Common Services / Facilities subject to availability shall be made available to the Entrepreneur (member-incubate) as per norms and directives of TCGTBI authority, to solely pursue the activities mentioned in the Pre Application Questionnaire (PAQ) submitted to TCGTBI (attached as Exhibit-1 of this agreement) at the time of **his/her** 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 Services / Facilities of TCGTBI (on a chargeable basis, where applicable), specific permission would be required from the competent authority (as to be determined by TCGTBI), for each specific job not included/ covered in the original application and as have been agreed to by TCGTBI. 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 Common Services / Facilities of TCGTBI as a part of this agreement, the TCGTBI Authorities, without any specific commitment, will facilitate its incubates to obtain necessary permission for accessing / availing facilities of the Host Institute (IIEST-Shibpur), on a chargeable basis wherever applicable, to be borne by the incubates.
 - d) Reprographic and other facilities, subject to availability, may be extended to member-incubate on chargeable basis at rates to be fixed by TCGTBI from time to time. Guidance of faculty members, assistance of technical

staff, usage of laboratory facilities, consultancy services, specific mentoring etc. may be made available on terms and conditions to be negotiated separately.

- e) The Entrepreneur (member-incubate) shall be liable to pay the repair/replacement cost for any willful / accidental damage or damage due to negligence of any equipment /facilities (belonging to or under the care of TCGTBI and / or IEST, Shibpur) caused by him/her.
- f) The Entrepreneur (member-incubate) shall not effect changes in the form of erecting any structure in the premises (working-space) allotted to him/her without written approval from TCGTBI.
- g) The Entrepreneur (member-incubate) shall, during the said tenure, keep the said working-space along with furnishing, fittings and fixtures therein and appliances if any, in good, clean and tidy condition to the satisfaction of the Secretary, TCGTBI or his nominee, and will carry out preventive and curative maintenance, at his/her own expense, as may be required, to the said holding and the fittings and appliances therein. All such furnishing, fittings, fixtures and appliances to be returned in right condition at the end of tenure.
- h) Furthermore, TCGTBI or the Host Institute shall neither be responsible nor liable for any accident that the Entrepreneur (member-incubate) or his/her assignees/representatives might meet within the course of their work within the premises of TCGTBI. TCGTBI shall not accept any responsibility to compensate in any form, as a result of any accident or damage taking place at the premises/working-space allotted to the Entrepreneur (member-incubate) or at any place within TCGTBI and/or the Host-Institute, either resulting from his/her activities or otherwise. The victim could be Entrepreneur or his/her employees, associates and other persons working in TCGTBI/Host-institute's premises or any visitors. Paying any compensation to those who have suffered arising out of any act of negligence of the Entrepreneur, shall be the sole responsibility of the Entrepreneur (member-incubate). Under the above contingency, it is also

the responsibility of the Entrepreneur to compensate for any loss caused to the property of TCGTBI.

8. The tenure of this Agreement is as mentioned under clause 1, 2 and 3, hereinabove. However, either party can terminate the agreement by giving three months prior notice.
9. In addition to one-time Registration Fee and monthly License Fee, as stated hereinabove, the following charges would also be payable by the Entrepreneur (member-incubate) as might be applicable :
 - a) All applicable charges, as to be determined by TCGTBI, towards any special services or facilities, not considered as part of the Deed of License, as might be availed by the Entrepreneur (member-incubate) from TCGTBI or through its intervention.
 - b) In case of approved extension of tenure beyond 36 months as mentioned in Clause-3 hereinabove, the Entrepreneur (member-incubate) will pay License Fee at a rate as to be decided by TCGTBI authority, from the 37th month of operation at TCGTBI for the entire duration of the extended tenure.
 - c) The Entrepreneur (member-incubate) shall pay consumption charges to TCGTBI for water and electricity, as may be levied by authorities, for specific usage (beyond normal usage as commonly provided by TCGTBI) 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 such services will be borne by the Entrepreneur (member-incubate).
 - d) For any breach of the covenants on the part of the Entrepreneur including payment of Registration Fee, License Fee and other fees / charges payable if any, falling in arrears, 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 penalty and compensation, if any, as may be determined by TCGTBI within the specified time.

- e) In case, the Entrepreneur (member-incubate) fails to vacate and deliver possession of the said working space to TCGTBI on the termination of the agreement, TCGTBI shall be entitled to take possession of the said space by removing all articles of the Entrepreneur found in the said working 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.
10. All fees /charges may / will be reviewed / revised at the end of each financial year by the competent authority, as to be determined by TCGTBI.
 11. The Entrepreneur is also expected to get themselves associated with any of the faculty-members of the host-institute (IESTS) with defined roles and to produce any visible evidence of such association to TCGTBI preferably within 03 (Three) months reckoned from the date of execution of this agreement.
 12. The Entrepreneur shall submit financial account statement of the Company/ relevant legal entity, audited by a registered Chattered Accountant to TCGTBI by June 30th every year.
 13. The Entrepreneur shall abide by all rules and regulations as provided for TCGTBI by its Managing Committee, along with the rules and regulations of host-institute (IEST, Shibpur) as applicable, from time to time.
 14. In case of any dispute or disagreement between the TCGTBI and the Entrepreneur (member-incubate) regarding any interpretation of any clause of this agreement, the matter will be referred to the Director, IEST, Shibpur (in his capacity as the President of the Managing Committee of TCGTBI) and his decision on the issue shall be final and binding to all parties.

EXHIBIT OF THE AGREEMENT:

Exhibit-1 : Pre Application Questionnaire (PAQ) as submitted by **Mr. / Ms. XXX**, as **Promoter** of the Registered Company as considered in the meeting of Incubate Selection Committee held on **XXX**.

Exhibit-2 : Certificate of Incorporation of the Company in the name of **M/s XXX**, as mentioned in PAQ

Exhibit-3 : Deed of License Dated **XXX** executed between TCGTBI and **M/s XXX**

SIGNED, SEALED AND DELIVERED BY:

On the **<DAY>** day of **<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.

<u>For TCGTBI</u>	<u>For M/s XXX</u>
Signature	Signature
Name :Prof.(Dr.) Manas Kumar Sanyal	Name :XXX
Address : TCGTBI, IEST-Shibpur P.O. Botanical Garden, Howrah – 711 103	Address :XXX
In presence of (witness)	In presence of (witness)
Signature	Signature
Name: Dr. Jnui Deb Mallick Datta	Name :XXX
Address: TCGTBI, IEST-Shibpur P.O. Botanical Garden, Howrah – 711 103	Address :XXX

DEED OF LICENSE

This deed of license made on this **<DAY>** day of the month of **<MONTH>**, of the year **YEAR (<DATE>)** between **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 Slater Hall, IEST, Shibpur; PO Botanic Garden; Howrah – 711 103, West Bengal (hereinafter referred to as **TCGTBI**) on the ONE PART And **XXX, Entrepreneur** registered with **TCGTBI**, (hereinafter referred to as the **Licensee / Member-Incubate**) 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 a **Member-Incubate** with **TCGTBI** for the purpose of fulfilling the objectives described in the agreement.

And WHEREAS **TCGTBI** agreed to grant such leave and license as aforesaid to the licensee against payment of @ **Rs. 2,000/- (Rupees Two Thousand only) per month payable within 7th day of each month**, to **TCGTBI** for being accepted as a Member-Incubate

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 <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>	<u>For M/s XXX</u>
Signature	Signature
Name : Prof.(Dr.) Manas Kumar Sanyal	Name : XXX
Address : TCGTBI, IEST-Shibpur P.O. Botanical Garden, Howrah – 711 103	Address : XXX
In presence of (witness)	In presence of (witness)
Signature	Signature
Name: Dr. Jnui Deb Mallick Datta	Name : XXX
Address: TCGTBI, IEST-Shibpur P.O. Botanical Garden, Howrah – 711 103	Address : XXX

Here parties have signed this Agreement on the date and year as mentioned, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

For & on behalf of TCGTBI

For & on behalf of Entrepreneur

Signature

Name :

Signature

Name :