

I. GENERAL AGREEMENT BETWEEN THE NPIC-CIF AND THE INCUBATEE

**The Agreement Between
Nutra-Phyto Incubation Centre & Common Instrumentation Facility (NPIC-CIF)
(A project sponsored by CSIR-CFTRI and KBITS, Government of Karnataka)**

And

This Agreement made and entered into on this ___ day of _____, 2017 between Nutra-Phyto Incubation Centre & Common Instrumentation Facility (NPIC-CIF) and _____ (hereinafter called "Incubatee" which expression shall include its successors and permitted assignees) with its registered office at _____.

1. OBJECTIVES OF THE AGREEMENT

The objective of this agreement is to provide the infrastructure facilities and office space to the incubatee to the concepts approved by Project Review & Monitoring Committee of NPIC-CIF.

2. INCUBATION

- a. During the incubation period, the incubatee shall be allowed to avail all the facilities provided by NPIC-CIF for development of products/services.
- b. The incubatee shall adhere to Rules and Guidelines of NPIC-CIF.
- c. The NPIC-CIF cannot be held legally responsible if the incubatee is involved in any litigation with a third party over any legal issue whatsoever, during or after the incubation period. The NPIC-CIF shall not be a party to any legal proceeding involving incubatee.

3. CONFIDENTIALITY

- a. Each party agrees to maintain confidentiality of the information shared by the other party during the operation of this agreement and for three years after the expiration of this agreement.

- b. The obligations above shall not extend to any confidential information for which the receiving party can prove that this information is
- in the public domain at the time of disclosure or comes within the public domain without fault of the receiving party.
 - already known or become known to the receiving party
 - received from a third party having no obligations of confidentiality to the disclosing party,
 - independently developed by the receiving party; or
 - Required to be disclosed by law or court order.

4. NON-ASSIGNABILITY

The rights or facilities conferred by this Agreement to use the incubation facility at NPIC-CIF shall not be assigned or transferred to any third party either wholly or in part. The incubatee shall not collaborate with any third party without the consent of the NPIC-CIF for the said research work at the NPIC-CIF.

5. INTELLECTUAL PROPERTY

The incubatee shall adhere to the intellectual property policy of the NPIC-CIF and the host Institution, in case the host institution is involved.

6. TERMS AND TERMINATION

- a. This agreement shall expire after eighteen months from the date above written unless extended with justification by the Project Review & Monitoring Committee for further period which shall not exceed 24 months of total incubation period.
- b. This Agreement may be amended at any time after mutually written consent.
- c. This Agreement may be terminated by any of the party with one month notice to other party stating the reason for termination. If no resolution is achieved on the said issues, the agreement will get terminated after one month from the date of notice.
- d. In the event of termination, the incubatee shall not be entitled for refund of any fee paid to the NPIC-CIF. However, in case of early termination of the agreement, whether

mutual or unilateral, shall be determined jointly to protect the overall interest of NPIC-CIF.

7. REPORTING

The incubatee shall submit quarterly report to the coordinator of the project. The incubatee shall also submit report or any other information as and when required by NPIC-CIF.

8. MODE OF PAYMENT

The incubatee shall make all payment within the prescribed period. Non-failure of any fee by the Incubatee to the Institute will lead to termination of this agreement. All payment shall be made in the form of Demand Draft favoring, "Director, CFTRI, Mysuru" payable at Mysuru.

9. EXIT POLICY

- a. The incubatee shall leave the NPIC-CIF on completion of incubation period. Also Violation of any NPIC-CIF Policy or any other reason for which NPIC-CIF finds it necessary may make the incubatee to leave the NPIC-CIF.
- b. Notwithstanding anything contained in this agreement, decision of NPIC-CIF in connection with the exit of an incubatee company shall be final & shall not be disputed by the incubatee.

10. SETTLEMENT OF DISPUTES

If any dispute (s) or difference (s) arises out of or in relation to this agreement, it shall in the first instance to be settled amicably between the parties. In case any dispute is not settled amicably, it shall referred to the Chairman of Project Review & Monitoring Committee who will resolve and/or decide the dispute(s), or difference (s) and the decision in that regard shall be final and binding on both the parties. Nothing in this agreement shall be construed to make party a partner, an agent or legal representative of the other for any purpose.

11. FORCE MAJEURE

No party shall be liable for any loss or damage whatsoever arising out of failure to carry out terms of the Agreement to the extent that such a failure is due to force majeure events such

as war, rebellion, mutiny, civil commotion, riot, strike, lock out, forces of nature, accident, act of god, act of govt. and any other reason beyond the control of concerned party.

12. SIGNED IN DUPLICATE

This agreement is executed in duplicate with each copy being an official version of the Agreement and having equal legal validity. By signing below, the parties have caused this agreement to be executed, effective as of the day and year first above written.

On behalf of the NPIC-CIF

The Incubatee

Name :

Name :

Title :

Title :

Date :

Date :

Witness :

Witness :

1.

1.

2.

2.

II. INTELLECTUAL PROPERTY RIGHTS DECLARATION FORM

- i. I/We/Company as the incubatee shall be the sole owner of the Intellectual Property Rights unless otherwise specified.
- ii. I/We/Company will be utilizing services of the host for filing IP, incase of intellectual property is involved. However the cost for filing shall be borne by the undersigned.
- iii. I/We/Company will have the right to transfer the technology to any third party in the case of sole ownership.
- iv. I/We/Company shall have the right to market the product developed or obtained from the new process using its own trade mark.
- v. I/We/Company will be fully responsible for defending any disputes arising over the IP Rights and the cost will be fully borne by the undersigned.
- vi. In case I/We/Company is involved in technical collaboration with the host institution in developing or improving the technology, IP will be shared with the host institution
- vii. In case of joint IP, the cost for managing the IP portfolio will be borne on a sharable basis
- viii. I/We/Company agrees that host institution can transfer the technology to any third party in the case of joint IP as per the guidelines.
- ix. I/We/Company agree to share the revenue arising out of this joint IP shall be equally shared between the incubatee and the host institution.
- x. I/We/Company will not have any objection for host institution to carry out activities for further development and scaling up of technology in the case of any technical collaboration involved with incubatee

Signature of the Incubatee

Witness :

1.

2.

III. Declaration / Undertaking related to Safety & Management of Premises

I/We/Company (_____) hereby agree that

- The Company shall be solely responsible for insurance coverage of all materials, equipment and goods procured additionally by us for our own use
- The Company shall not store any hazardous substances or explosives in NPIC-CIF premises. In case any such explosive or hazardous substance or material is necessary for any of our research activities, it shall be stored after obtaining the express written permission from the NPIC-CIF authority
- The Company shall maintain all the materials in such conditions that prevent it from harming property or persons at NPIC-CIF and shall be solely liable for any and all damages and losses to NPIC-CIF caused by such material
- The Company shall store only such amount of the material that it requires for its immediate use
- The Company shall permit NPIC-CIF to conduct an inspection on the Incubatee Suite at any time during the term as it deems fit to do so to determine the state and condition of it
- NPIC-CIF shall not be liable for any loss or damage suffered by the Incubatee's personnel or visitors due to any incidence of theft, robbery, fire or other accident that is caused by the default or negligence on our part
- The Company shall be permitted to do interior decoration such as telecom cabling, electrical work for providing power supply to lighting, computer systems
- The Company shall remove, dismantle and take away any such decorated items
- The Company shall compensate for the losses or damages to the property in occupied Incubatee suite at the time of termination of this agreement
- The Company shall overall conform to all safety requirements and procedures required to be maintained and followed at NPIC-CIF

Dated this ____ day _____ 2017

Name :

Signature of the Applicant :

IV. Declaration related to Start-up Compliances

I/We/Company (_____) hereby declare that

- The Company is a technology based Start-up Company
- It has not been registered/incorporated as a company under the Companies Act, India or any other act for more than seven years from the date of making the application for the admission as an incubatee.
- The Company will not claim any benefit under the Karnataka Start-up policy upon reaching a revenue of Rs. 50.0 crores or above
- The Company agrees to recruit 50% of employee workforce from the state of Karnataka excluding the contract employees
- The Company is not,
 - a. Formed by the demerger or reconstitution of a business already in existence;
 - b. a subsidiary/ of a firm or merged entity in the State;
 - c. a franchisee of an existing business in the State;
 - d. Promoted/ Sponsored related to an Industrial group in the State whose group turnover exceeds Rs. 300.00 crore;
 - e. a holding company which derive more than 50% of its income from investments and loans

I further affirm that the above facts are true and correct to the best of my knowledge and belief.

Dated this ____ day _____ 2017

Name :

Signature of the Applicant :