

IICE

AN IISER BHOPAL INITIATIVE TO
PROMOTE INNOVATION AND
ENTREPRENEURSHIP



POLICY AND PROCEDURES MANUAL

2ND FLOOR, PLASMA BUILDING, IISER BHOPAL CAMPUS, BHAURI, BHOPAL BYPASS
ROAD, MADHYA PRADESH, 462066

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I) Introduction:

Innovation and Incubation Centre for Entrepreneurship (IICE) is an organization, established under the Madhya Pradesh Society Registrarian Adhiniyam, 1973, on September 8, 2016, at Indian Institute of Science Education and Research (IISER) Bhopal for fostering innovation, entrepreneurship and nurturing science and technology start-ups. It administers a Technology Business Incubator (TBI), which provides ‘Start to scale’ support by providing office space, research support and mentorship for entrepreneurship and facilitates the conversion of research activity into entrepreneurial ventures. IICE aims to promote and support startups based on ideas in science and technology that either have the potential or have already resulted in a product, process or service that has commercial value and the potential for creating a positive impact on the society. IICE also supports potential start-ups by providing them a network of mentors to help them with technical, legal, and financial matters as well as marketing.

IICE is one of the fastest growing technology business incubators at academic institutes in India. Within a short span, IICE has already initiated collaboration with Government, Industry and Academic Institutions. IISER Bhopal has supported IICE by providing space, infrastructure, and establishment fund. In addition, IICE is the only Technology Business Incubator (TBI) in the state of Madhya-Pradesh supported under the National Initiative for Developing and Harnessing Innovations (NIDHI). NIDHI is an umbrella program conceived and developed by Innovation and Entrepreneurship Division of Department of Science and Technology (DST), Government of India. The primary functions of IICE at IISER Bhopal include:

- Facilitating the creation of an entrepreneurial ecosystem at IISER Bhopal and its vicinity
- Engaging students, faculty members, researchers, and alumni in entrepreneurial activities
- Providing working environment, facilities, and mentorship for the growth early-stage start-ups
- Networking opportunities with mentors, experts, and consultants
- Facilitating the technology transfer and commercialization of inhouse generated ideas, products, and techniques
- Building on academia-industry relationships for innovation in science and technology.

II) Organizational Structure:

- ***Governing Body and Managing Committee***

Performs the functions as mentioned under the memorandum of association (MoA) of the IICE Society, such as sanction of annual progress report and annual budget, arrangement of funds and assets, appointment of staff, arrangement for implementation and fulfillment of objectives of the society, regulating rules and policies for efficient management, formulation of policies regulating the affairs of the IICE, *etc.* All the positions of the members of the governing body/managing committee of IICE society are *ex-officio*, coterminous with the post held by them in the respective offices of IISER Bhopal.

Sr. No.	Designation	Post held under Society (Ex-officio)
1	Director, IISER Bhopal	President
2	Dean, R&D, IISER Bhopal	Vice-President
3	Faculty-in-charge/Coordinator, IICE	Secretary
4	Chairperson, (ICDPC) / Faculty -in-charge, Placement Cell, IISER Bhopal	Joint-Secretary
5	Deputy Registrar, F&A, IISER Bhopal	Treasurer
6	Registrar, IISER Bhopal	Member
7	Dean of Students Affairs, IISER Bhopal	Member

- ***IICE Staff***

IICE staff take care of day-to-day operation of IICE including managing incubation facility, office documentation, meeting milestones, raising funds, reporting to the competent authorities periodically about the progress made, and overall management of IICE activities. The current IICE staff composition is as follows.

Sr. No.	Designation
1	Chief Executive Officer (CEO)
2	Project Manager
3	Project Office Assistant
4	Project Attendant

III) Infrastructure and Facilities:

IISER Bhopal has provided a semi-furnish space of about 10,000 sq. ft. and funds for basic infrastructure and maintenance for inception of IICE. With the joint efforts from Department of Science and Technologies (DST) and IISER Bhopal, IICE has developed a common instrumentation facility, two innovation labs, common incubation space, twelve office cubicles, a 3D printing and prototyping facility, two conference rooms, a lecture hall, discussion area, pantry, office facilities, and other incubation related facilities needed for the start-ups. In addition, IICE also provides common office facilities, internet and other necessary support including mentorship support, and networking with entrepreneurs, funding agencies and potential investors. The Incubatee can opt for a given space as per requirement and availability of space. The list of instruments currently available in the common instrumentation facility at IICE, IISER Bhopal is provided as Annexure VI, and the same can be found at the IICE website. Access to these instruments will be allowed with a nominal usage charges upon the request from Incubatee and after approval from the competent authorities. With supporting infrastructure in

place, IICE aims to create and support an entrepreneurial ecosystem in the IISER Bhopal campus and its vicinity.

1. Physical infrastructure and utility:

- Furnished Office Space / Shared office space.
- Shared resources: Meeting rooms, Conference rooms, Pantry.
- Office facilities: Photocopier, Scanner, Projector, Audio-visual conferencing facilities.
- Laboratories with equipment and software tools.
- Common Instrumentation Facility of the IICE.
- Facilitation for access to Instrumentation facility and labs of IISER Bhopal, which will be subject to the approval of the Institute and head of the respective center/department.
- Electricity & Water.
- Internet and Server.
- Minimal storage spaces with safety lockers.
- IICE encourages and facilitates for government funding programs and assist in preparing proposal/pitch presentation for the same.

2. Advisory and coaching:

- Mentoring, advisory from experts on legal, accounts, support for fund raising through government grants and investment. (*Work-in-Progress*)
- Trainings and workshops.
- Interaction with successful entrepreneurs, policy makers, and industry experts.

3. Ecosystem advantage:

- IISER Bhopal ecosystem: technical resources and interactions, students, library, IPR Cell.
- Media visibility (on approval from competent authorities).
- IICE-IISER Bhopal brand.
- Address for incorporation (for internal start-ups under physical incubation).

4. Network:

- Facilitation for industry connects.
- Showcasing opportunities.
- Inter-disciplinary expertise
- Facilitation for investors network.

5. Virtual Incubation:

- The start-ups which are not in position to relocate working office to IICE premises for physical incubation due to some logistic reasons but are willing to associate with IICE for business incubation program and mentorship support, can opt for ‘virtual incubation’.

- Invitation for virtual incubation is issued based on the positive remarks of TEC/TRC on business proposal submitted by the start-up and approval from the competent authorities.
- Virtual Incubatees will be eligible for all the incubation support, except physical office space and the other services will be chargeable as per the policy.

Notes:

- i. The Incubatee will have to deposit non-interest-bearing returnable security amount with IICE, equivalent to the rentals of two months according to the space and facilities allocated to them. The said amount will be returned or will be adjusted at the time of exit from the incubator after deducting outstanding dues, if any.
- ii. The supported entity shall pay for the usage charges for the facilities including the instrumentation facility at IICE.
- iii. The ownership of assets / facilities / instruments at IICE rests with IICE.
- iv. Pre-Incubatees will be provided all the above incubation facilities and support for funding opportunities, but no direct funding.
- v. The supported entities will have to pay electricity charges and IICE may charge the internet usage charges in case of excessive usage of internet.
- vi. In addition, the incubated start-ups can access facilities of IISER Bhopal including Central Library, Health Centre, Central Instrumentation Facility, etc. after due permission from the competent authority. Although, IICE will try to facilitate, Incubatee will have to bear the usage charges for using the Institute's facilities (as applicable).
- vii. Incubatees can bring the office or laboratory equipment, consumables and other facilities required for their start-up to their workplace at the IICE premises. The ownership of such items belongs to the startup.

IV) Policy and Procedures:

The policy is applicable to all IICE supported entities and teams, which include start-ups, pre-startups, companies, or individual associated physically or virtually with IICE for business incubation.

This document covers the following:

1. Types of Incubation Programs
2. Eligibility
3. Admission process
4. Intellectual Property
5. Periodic Assessment
6. Information Submission
7. Consideration
8. Incubation Charges
9. Tenure at IICE

10. Exit (Graduation)
11. Conflicts of Interest & Confidentiality of Information, and Code of Conduct
12. Disclaimer
13. Agreements

The policy is subject to periodical review and amendments. It will be the responsibility of the companies admitted to/associated with IICE to update themselves from time to time on amendments in incubation policy and procedures. IICE reserves the rights to make an exception of all or any of the terms for a particular company or a promoter on a case-to-case basis.

1. Types of Incubation Programs:

IICE, IISER Bhopal offers incubation in following ways:

- Physical Incubation
- Physical Pre-Incubation
- Virtual Incubation

- **Physical Incubation:** This is offered to the Faculty/Research staff/students, staff of IISER Bhopal, and to the outsiders as well where they can physically incubate with the IICE by taking a physical office space at the IICE. Certificate will be provided by the IICE on successful completion/graduation/exit from the Incubation centre.
- **Physical Pre-Incubation:** The physical pre-incubation program is offered to IISER Bhopal Faculty/staff/students who have an idea which has potential to be developed into a company or who want to learn skills and start a start-up venture. Certificate will be provided by the IICE on successful completion/graduation/exit from the Physical Pre-Incubation program.

Further, on the completion of physical pre-incubation, if the start-up wants to physically incubate with the IICE, they can submit a request for the incubation, the same will be reviewed by the IICE team and will be forwarded to the **Technical Evaluation Committee (TEC) / Technical Review Committee (TRC)** for recommendation.

- **Virtual Incubation:** The virtual incubation is offered to the start-ups which are not in the position to relocate the working office of their start-up to the IICE premises for physical incubation due to some logistic reasons but are willing to associate with IICE for business incubation program and mentorship support. In case of virtual incubation, the Incubatee will not be offered any office space at the incubation centre. However, the terms and conditions for the virtual incubation remains same as that of physical incubation. Certificate will be provided by the IICE on successful completion/graduation/exit from the virtual incubation program.

Further, on the completion of virtual incubation, if the start-up wants to physically incubate with the IICE, they can submit a request for the incubation, the same will be reviewed by the IICE team and will be forwarded to the **Technical Evaluation Committee (TEC) / Technical Review Committee (TRC)** for recommendation.

2. Eligibility:

2.1 Admission to IICE for incubation is open to the start-ups from the thrust areas of IICE with preference to be given to start-ups having affiliation with IISER Bhopal, which includes:

- Faculty members and research staff of IISER Bhopal*.
- Students of IISER Bhopal*
- Alumni of IISER Bhopal.
- IISER Bhopal R&D partners (sponsors of R&D and consultancy projects).
- IISER Bhopal partner universities (having R&D collaborations in place).
- Applicants from government agencies associated with IISER Bhopal through R&D collaborations.
- Applicants supported under any program managed by IICE.
- External startups with involvement of IISER Bhopal staff or faculty as partner/cofounder/mentor.
- External startup recommended by IISER Bhopal staff/faculty.

2.2 Focus of IICE for incubation of proposals/business ideas shall be on the following:

- IP and product-oriented start-ups.
- Proposals with clear market/user validation.
- Proposals with commercialization potential and identifiable involvement with IISER Bhopal Faculty.
- Proposals with growth potential, social and positive impact on the society.
- Proposals through government(central/state) initiatives, where incubator support is needed.

*For eligibility criteria of IISER Bhopal faculty/staff/students to start a company, please refer to the Institute Entrepreneurship Policy.

2.3 If a person is associated with any organization in any capacity (government or private) and wish to get associated with the IICE for the incubation, will have to submit a NOC from the authorized person of that organization allowing that person to start a start-up.

2.4 If any international entity/organization or a person of foreign origin wish to get associated with the IICE for the incubation, then the entity/organization or that person will have to find a suitable partner/mentor from IISER Bhopal.

2.5 If a start-up is already incubated at other incubation centre and wish to get associated with the IICE for the incubation (physical or virtual), will have to sign a tripartite agreement/MOU clearly mentioning the need for the incubation support at the IICE.

2.6 Applications for admission to IICE will be made in the name of registered entity within the meaning of the Companies Act, 2013 (Private Limited Company only). If a company has not been incorporated, an application may be made in the names of all promoters/founders; however, the promoters/founders must ensure that the company is incorporated within a period of two (2) months from the date of approval of the application for the incubation at IICE. However, in case of physical Pre-Incubation for the faculty/students/staff led start-ups, the criteria for the same will be evaluated on case-to-case basis.

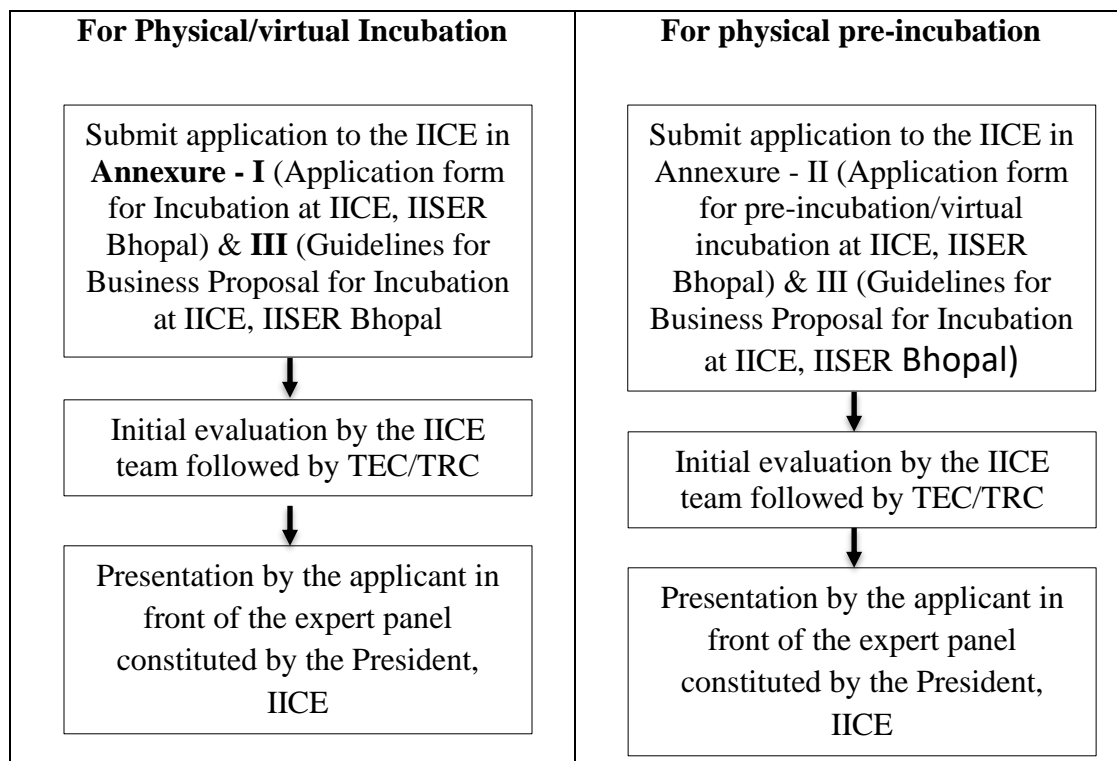
3. Admission Process:

For Physical & Virtual Incubation

- The applicants interested in admission into IICE will be required to provide the details as per the application form for incubation at IICE, the template of the same is provided as **Annexure - I**. In addition, the applicant needs to submit a detailed business proposal along with the application form in the prescribed format **Annexure - III**. In addition, application for business incubation at IICE by student, faculty member, or staff of IISER Bhopal need to be supported with relevant annexures of Institute Entrepreneurship Policy approved by the competent authority. The proposal will be first evaluated by the expert team at IICE followed by the feedback to improve the proposal if needed. Then, IICE Technical Evaluation Committee (TEC) / Technical Review Committee (TRC) will evaluate the proposal and provide their recommendations.
- The summary report according to the recommendations of technical committee will be drafted and submitted to the expert panel constituted by the president IICE for the final decision. The applicant/founders may be asked for a presentation before the expert panel for making the final decision on acceptance/rejection of the proposal, as need be. The expert panel may include external experts, such as domain experts, investors, or established entrepreneurs.
- In case of pre-screened business ideas/cases by government grants/competitions, on their approval, the same may be directly admitted as per program requirements. Incubation approval is subject to completion of satisfactory review process. IICE will have a sole discretion whether to admit or reject a proposal for incubation in consultation with the Host Institute and the decision of IICE in this regard shall be final.

For Physical pre-incubation:

- In case of physical pre-incubation/virtual incubation, the interested applicant shall submit **Annexure II & III** of this document to IICE office, the same will be reviewed by the IICE team and will be forwarded to the Technical Evaluation Committee (TEC) / Technical Review Committee (TRC) for recommendation. The committee will evaluate the business proposals (idea) received and forward its recommendation to the IICE team.
- The summary report according to the recommendations of technical committee will be drafted and submitted to the expert panel constituted by the president IICE for the final decision. The applicant/founders may be asked for a presentation before the expert panel for making the final decision on acceptance/rejection of the proposal, as need be. The expert panel may include external experts, such as domain experts, investors, or established entrepreneurs.



4. Intellectual Property:

- 4.1 The guidelines of Institute Entrepreneurship policy and IPR Policy under IPR Cell of the Institute needs to be followed in cases as follows.
- a. Start-up to be formed using IP owned by IISER Bhopal.
 - b. Faculty, Student or R&D Staff of the IISER Bhopal is founder/director/equity holder in a company.

c. IP creation involved substantial usage of infrastructure and lab facilities of IISER Bhopal

- 4.2 IP transfer/ IP licensing/ permission to use IP will be in favor of only the registered entity upon permission from competent authority of the Institute. In such case, the Institute's IPR policy will be applicable for transfer/license.
- 4.3 If IP of any other organization or Institution is involved, NOC from the said organization or Institution should be obtained on the official letterhead of the organization/institute.
- 4.4 In any of the above cases, if there are anyone/ team who has worked on the IP and if any of them is not part of the start-up, a NOC shall be obtained from such members for usage of the IP in the startup.
- 4.5 If any IP is generated by the start-up during their course of incubation, the information about its filing and status of IP application should be provided to IICE. Although, IICE does not make any claim on the intellectual property generated during their incubation at IICE.
- 4.6 If an external start-up commercializes or license out the IP generated/developed during the course of incubation at the IICE, then the IICE will not claim any royalty/share in up-front license fee of that IP. The same must be informed to the IICE before executing any such deed or action. In case of an internal start-up, the rules and regulations of the Institute's IPR policy needs to be followed.
- 4.7 If the proposal is based on an existing IP, they must provide a legal approval/permission/license as applicable to use it for their start-up. IICE will not be responsible for any infringement by the start-up on any existing IP.
- 4.8 In the event the company uses any research invention conducted at IISER Bhopal for business purpose, which has not been secured through any IP prospects, the faculty member must disclose the source and origin of such inventions and "Know-how" along with the approval of competent authority.
- 4.9 The Institute may allow licensing of IPR from Institute to start-up: Ideally students and faculty members or staff intending to initiate a start-up based on the technology developed or co-developed by them at the Institute, may be allowed to take a license as per the guidelines of the IPR policy of the IPR Cell of the Institute.
- 4.10 The guidelines of the IPR given in the IPR policy of the Institute and the Institute Entrepreneurship Policy are to be strictly followed for the matters related to IPR transfer/licensing/distribution of royalty/equity & revenue sharing, *etc.*

4.11 IICE will only be a coordinator and facilitator for providing services to faculty, staff, and students. They will have no role in procedures of carrying out invention, how it is patented or how it is to be licensed.

4.12 The start-up may be permitted to use the laboratory and other such facilities to which the founding faculty member(s) / staff are entitled and allowed with a clearly defined conflict of interest and disclosure. The start-up may also use other facilities of the Institute on chargeable basis as applicable.

4.13 IISER Bhopal lab usage: If IISER Bhopal labs are envisaged to be used during the course of association with IICE, explicit approval should be obtained from IISER Bhopal including from the faculty-in-charge / facility in-charge whose labs or facility are going to be used. The facility usage charges will be applicable as per the prevailing norms. Also, with view to ensure safety and security of all concerned, all compliances and procedures for lab usage should be strictly adhered to.

The above points on IP explain the policy framework in general. For more details, please refer to the Institute Entrepreneurship policy and Institute's IPR Policy.

5. Periodic Assessment:

5.1 IICE will periodically evaluate the performance of its Incubatees (start-ups and Pre-startups). Incubatees will have to submit the information to IICE in every 6 months summarizing the progress made by the start-up during incubation for annual assessment by a committee, comprising of experts.

5.2 The assessment would be based on the parameters set by IICE which includes, but not limited to customer acquisition, revenue generation, cash flow, IP creation, technology transfer, valuation, *etc.*

6. Information Submission:

6.1 Incubatees must compulsorily submit information to IICE about all material changes or developments taking place in their companies from time to time. Such information could be (but not limited to) change in name of the company, change in business or product profile, change in directors, promoters or shareholders, acquisition of a new office, additional issuance of equity shares through any Angel Investment (AI) or Venture Capitalists (VC), or debt investments. Prior concurrence/explicit permission of the IICE must be obtained for implementing such changes. Further, the incubate shall share the information related to the Board Meetings of the company time-to-time and share information of the meeting related to the decisions to be taken where IICE/IISER Bhopal can/may be a stakeholder. IICE in consultation with the IISER Bhopal may appoint an observer in the start-up company who can attend the Board Meetings and Annual

General Meetings in the company to keep a track of the progress made by the start-up and can guide them from time to time.

6.2 Since IICE is a government recognized technology business incubator, it may be called upon by any government organization/institution to share information regarding the incubated companies. IICE, may, accordingly, call for such information. IICE will take the responsibility not to share/disclose any company specific details without prior permission of said company but may use the information for consolidation purposes when reporting progress to the government agencies and presenting progress matrix and milestones achieved by IICE.

7. Consideration:

In lieu of support and services to be provided by IICE/ IISER Bhopal, the IICE supported entities will be subject to consideration:

7.1 Incubation fees / Rental at the fixed rate per sq. ft. for the office space, electricity, air conditioners, Personal Computers and instrument usages mentioned in the point no. 8 (Incubation charges) of this document.

7.2 **Equity/shares in the company**:** The equity holding by IICE in the Incubatee company will be as per Annexure – VII of this policy. Further, at the time of exit, there is an option of buying back of shares from IICE by the company. The price of shares at the exit can be decided through mutual agreement or a price calculated by an expert through independent evaluation, appointed with mutual consent. Consideration of equity share holding by the IICE would be as per the institute Entrepreneurship Policy, approved by the competent authority.

****Note:**

- *For IISER Bhopal community entrepreneurs, please refer to Institute's Entrepreneurship policy.*
- *For entrepreneurs other than IISER Bhopal community or for external entrepreneurs, the equity sharing between the start-ups & IICE will be done in a similar fashion and would be as per the equity sharing approved by the IICE Governing Body. (Please refer Annexure – VII for equity share and revenue share for internal/external start-ups).*
- *For physical pre-incubation, the equity sharing will be mutually decided and will be mentioned in the agreement/MOU on case-to-case basis.*

7.3 For any specific additional support or extension of incubation, additional consideration may be charged on case-to-case basis through a separate agreement.

7.4 IICE will reserve the right to liquidate any or all the equity shares during exit or later, while the company will reserve the first right of refusal for purchase of such equity shares.

7.5 The IP that is generated, improved upon and/or licensed by the company, while incubating at IICE, can be sold to another existing and established company. In that case, IICE will have its share in the revenue generated as per the norms specified in the agreement. In case of internal start-ups, the Institute's IPR policy norms will be followed.

7.6 Additionally, the incubated company will pay the applicable usage charges in case they access the Common Instrumentation Facility at IICE or in the Central Instrumentation Facility of IISER-Bhopal.

7.7 IICE may dilute the consideration terms on a case-to-case basis when companies have achieved significant milestones as to revenues/investments at the time of making an application for incubation.

8. Incubation Charges:

8.1 The current monthly rentals and additional charges at IICE were approved in 2020-1/4th Meeting of the Governing Body and Management Committee of IICE.

8.2 The incubation charges for IISER Bhopal students, IISER Bhopal alumni, IISER Bhopal employees (faculty and research staff), and external Incubatees at IICE are as follows:

Monthly rental for independent office space (Cubes):

Sr. No.	Incubatee Category	Monthly charges (Per sq. ft.)
1.	IISER Bhopal Students	₹ 5/- per Sq. Ft.
2.	IISER Bhopal Alumni	₹ 10/- per Sq. Ft.
3.	IISER Bhopal Faculty and R&D staff	₹ 20/- per Sq. Ft.
4.	External Incubatees	₹ 40/- per Sq. Ft.

Monthly charges for Personal Computers:

Sr. No.	Incubatee Category	Monthly charges (Per PC) per month
1.	IISER Bhopal Students	₹ 1,000/-
2.	IISER Bhopal Alumni	₹ 1,000/-

3.	IISER Bhopal Faculty and R&D staff	₹ 1,000/-
4.	External Incubatees	₹ 1,500/-

Monthly charges for electricity per cube:

Sr. No.	Incubatee Category	Monthly charges*	
		Small Cubes	Big Cubes
1.	IISER Bhopal Students	₹ 1,000/-	₹ 1,500/-
2.	IISER Bhopal Alumni	₹ 1,000/-	₹ 1,500/-
3.	IISER Bhopal Faculty and R&D staff	₹ 1,000/-	₹ 1,500/-
4.	External Incubatees	₹ 1,000/-	₹ 1,500/-

**As Cube-2 and Cube-4 are bigger office spaces equipped with additional electrical appliances and sockets, additional monthly electricity charges are implied.*

Monthly charges for Air Conditioner:

Sr. No.	Incubatee Category	Monthly charges*	
		Small Cubes	Big Cubes
1.	IISER Bhopal Students	₹ 1,000/-	₹ 2,000/-
2.	IISER Bhopal Faculty and R&D staff	₹ 1,000/-	₹ 2,000/-
3.	IISER Bhopal Alumni	₹ 1,500/-	₹ 2,000/-
4.	External Incubatees	₹ 1,500/-	₹ 2,000/-

**As Cube-2 and Cube-4 are bigger office spaces equipped with two air conditioners. Thus, we propose additional monthly air conditioner charges for the same in this revision.*

Monthly rental for workbench in open Incubation Area*:

Sr. No.	Incubatee Category	Monthly charges (Per workbench)
1.	IISER Bhopal Students	₹ 250/-
2.	IISER Bhopal Alumni	₹ 500/-
3.	IISER Bhopal Faculty, Research staff/staff	₹ 500/-
4.	External Incubatees	₹ 1,000/-

**No additional charges for electricity or Air conditioner will be applicable for Incubatees renting this workspace.*

Monthly rental for research workbench in Innovation Labs I & II*:

Sr. No.	Incubatee Category	Monthly charges (Per workbench)
1.	IISER Bhopal Students	₹ 250/-
2.	IISER Bhopal Alumni	₹ 500/-
3.	IISER Bhopal Faculty and R&D staff	₹ 500/-
4.	External Incubatees	₹ 1,000/-

**No additional charges for electricity or Air conditioner will be applicable for usage of the research workbenches*

8.3 For Physical pre-incubation: The start-ups opting for physical pre-incubation will be offered one workbench in the shared incubation space. If they wish to acquire more than one workbench, they may request IICE for the same. Initial pre-incubation joining charges of ₹ 5,000/- (**Five thousand only**) which includes the office space (one workbench in the open incubation hall), which must be paid at the time of the incubation.

8.4 For Virtual Incubatees: Initial virtual incubation joining charges of ₹ 5,000/- (**Five Thousand only**) must be paid by the Incubatee at the time of the incubation. Thereafter, an annual amount of ₹ 5,000/- (**Five Thousand only**) will be charged in case the Incubatee continues the virtual incubation.

Note: The Incubation charges mentioned above may be amended and can be changed from time to time with the decision of Governing Body of IICE and if so, the changed and amended Incubation Charges shall be applicable to the Incubatee with immediate effect.

9. Tenure at IICE:

Tenure in IICE TBI would depend on terms of program. Companies under formal incubation will be permitted to stay in IICE, to begin with, for a period of 18 months. Further extension if any will be for another 18 months based on satisfactory performance review. Any stay beyond the total of 36 months, if requested by the incubatee, is subject to approval of Governing Body of IICE and will entail additional consideration for incubation and mentorship support for maximum of 24 months. Thus, the maximum duration of stay of an Incubatee company at IICE can be 5 years. The rent for the extended period (4th year and 5th year) of incubation may be higher than initial rent for the first three years and will be decided at the time of extension.

For Physical pre-incubation: The physical pre-incubation period will be for 12 months which can be further extended for another 3 months on the recommendation of the Coordinator, IICE.

For virtual incubation: The virtual incubation period will be for 12 months which can be extended further on the recommendation of the Coordinator, IICE.

10. Exit (Graduation):

Incubated start-up will exit from the incubator under the following circumstances:

- 10.1 Completion of stay for eighteen months unless the stay is extended by IICE based on satisfactory performance review.
- 10.2 Acquisition of substantial investment or capital cash flow exceeds **₹ 5 crore or more**, from an Angel Investor, Venture Capitalist, or any other private or public source.
- 10.3 The annual gross revenue of the start-up (excluding all the taxes) exceeds **₹ 5 crore**, or the Net Annual Profit after Tax exceeds **₹ 1 crore**.
- 10.4 Underperformance or non-viability of the business proposition: criteria for the same will be decided and applied by IICE on the case-to-case basis.
- 10.5 Irresolvable disputes between promoters/ founders. IICE will decide the position or point when disputes are deemed to be irresolvable.
- 10.6 Change in promoters'/ founders' team or business profile of company without concurrence of IICE.
- 10.7 When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in substantial change in the profile of the company, its promoters, directors, shareholders, products, or business plans, or when a company plans for a public issue.
- 10.8 Non-compliance of terms & conditions of IICE or the Institute.
- 10.9 Any other reasons which IICE may find it necessary for a start-up company to leave TBI.
- 10.10 Notwithstanding anything written elsewhere, the decision of IICE in connection with the exit of an incubated start-up shall be final and shall not be disputed by any incubated company at IICE.

10.11 If the start-up is convicted by any government entity or if any proceedings is pending against the start-ups in any court of law, then the IICE, IISER Bhopal reserves the right to impose the forceful discontinuation of the incubation.

10.12 If a start-up is found to indulge with any malicious practices against the law of land, the IICE reserves the right to terminate the agreement with a notice period of one (1) month. In such case, the equity of the start-up will be with the IICE only.

10.13 All the Incubatees will be governed by the rules, regulations, and laws of the IISER Bhopal.

*The terms and conditions and points mentioned in the Exit (Graduation) are all indicative and, the power to relax the same lies with the IICE Governing Body.

11. Conflicts of interest, Confidentiality of Information, and Code of Conduct:

11.1 Supported teams and start-up companies will have to adhere to the Conflicts of Interest policy of the Institute, Confidentiality, and Code of conduct.

11.2 The situations with conflict of interest can arise and they are not totally unavoidable. In such cases, IICE expects the concerned people to disclose all information regarding the conflict of interest in a transparent manner to IICE and other relevant stakeholders. The proper Dispute Resolution Mechanism will be followed where the Director IISER Bhopal/President IICE will appoint a Grievance Redressal Committee (GRC) constituting of four (4) members, out of which one representative will be from the Incubatee. The recommendation(s) of the committee will be forwarded to the Director IISER Bhopal/President IICE and the decision of the Director IISER Bhopal/President IICE shall be final. If then also the dispute remains unsettled, alternate dispute redressal mechanism such as Mediation under respective judicial mechanism will be followed. The jurisdiction of the dispute resolution will be Madhya Pradesh (M.P.) state only.

11.3 IICE also expects its members and the start-up companies to practice confidentiality about sensitive information such as Intellectual Property and related data. IICE expects its Incubatees, staff and mentors to use appropriate judgement when talking to outsiders about internal plans, projects and intellectual property and not to reveal any potentially sensitive information.

11.4 IICE expects the Incubatees and startup employees to follow code of conduct at the workplace and the rules of the institute.

12. Disclaimer:

The IICE supported entity will understand and acknowledge that IICE intends to provide supports and services to the company in good faith to pursue its objective to promote

entrepreneurship by converting innovative technologies/research to commercialization by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and services, IICE does not undertake responsibility for:

- Ensuring success of a supported company, its products/ process/ services or marketability.
- Ensuring quality of support and services provided by IICE to the complete satisfaction of the start-up companies or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the supported entities through IICE/IISER Bhopal network. Supported entities will have to apply their judgements before associating with them.
- IICE/IISER Bhopal or their employees to be held liable for any reason on account of progress or success of the start-up.

It is to be noted that the President IICE (Director, IISER Bhopal) shall have the authority to relax or modify any norms in exceptional cases based on the recommendation of the Management Advisory Committee (MAC) of the IICE.

13. Agreements:

The following agreements are to be signed by the supported entities to the extent applicable:

- Draft Tripartite Incubation Agreement between IICE, Incubatees and IISER Bhopal is provided as Annexure – IV.
- The template of Facility Usage Agreement for pre-incubation is provided as Annexure - II.
- Founders' Agreement: Between the founders of the company, copy of which is to be shared with IICE (if any).
- Program agreement/documents as specified.

ANNEXURE I

Application form for incubation at IICE, IISER Bhopal

1. Name of the Applicant
2. Title of your Business/Project proposal for Incubation
3. Compony registration status: Registered/Not registered/Under process
 - a. Name of the registered company
 - b. Date of Registration:
 - c. Address of registered office:
 - d. Authorized capital:
 - e. Share/Equity distribution:
 - f. Name of Directors and Promoters:
 - g. Total Number of Employees:
4. Profile of Directors and Promoters: (Attach brief resume)
5. Name of faculty Partner from IISER Bhopal (if any)
6. BUSINESS PLAN / IDEA DETAILS (Please Submit a Copy)
7. Please provide information about your source of funding.
8. Infrastructure requirement for space, workstations etc.
9. Brief description of the R&D efforts and other technological inputs you hope to resource from IISER Bhopal.
10. If already incubated at any incubation centre (If yes, please provide the details)
11. List any special requirements for usage of IISER Bhopal laboratory facilities.
12. Please give names and address of any 2 referees who are acquainted with your career profession/achievement.
13. Any other details you want to share, which would help to better evaluate your proposal

Applicant/Director
Signature
Name:

Applicant/ Director
Signature:
Name:

Please Attach following Documents: *(If the company is registered)*

- a) Certificate of Incorporation (COI)
- b) Business Plan
- c) Memorandum of Association (MoA) of the company
- d) Articles of Association (AoA) of the Company
- e) Resume of Promoters

Individual applicant with no registered company can mention Not Applicable (NA) for the sections of the application form seeking for company related information and must undersign the declaration of the incorporation of company within two months, if selected for business incubation at IICE.

ANNEXURE - II

Application form for pre-incubation/virtual incubation at IICE, IISER Bhopal

1. Name of the Applicant:
2. Title of your Business/Project proposal for Incubation:
3. Why do you want to take part for pre-incubation?
4. Do you have already established a working group or start-up?
5. Briefly describe your business (including product/services) (Details to be mentioned in Annexure IV):
6. Briefly describe your immediate and long-term sales goal for your start-up:
7. Have you had mentors? If yes, please give their details:
8. What are your expected plans for your startup?
9. Why should we choose your project, idea or start-up business, or pre-incubation?
10. Services Expected from IICE in Pre-Incubation program

Details of your Team - (Please give proper justifications for applicable head)	
1. Name: Educational Qualification: No of years of experience: Address: Phone:	2. Name: Educational Qualification: No of years of experience: Address: Phone:

11. Evidence of Affiliation with IISER Bhopal or any other Colleges/Institutes/Universities Recognized by Government of India:
12. Resume/CV of Innovator/Co-Promoters:
13. Identification card of all the Directors/Partners:
14. Identity proof documents (Driver's License, or Voter ID Card, or Adhaar Card, or PAN Card)
I have read the IICE Pre-Incubation Policy and agree to abide by the rules and regulations of Pre-Incubation Policy:

(Pre-Incubatee Name and Date)

ANNEXURE III

Guidelines for the Business Proposal for Incubation at IICE, IISER Bhopal

The business proposal to be submitted along with application for incubation is expected to be of 5-6 pages in the format as below.

1. **Top Problem:**

What are the top problems you are trying to solve for your customers/new opportunity that you have identified?

2. **Objective of the company/project:** Define the problem that you are going address. It is also called **Value Proposition**. You can elaborate it as an introduction of your business idea (200-400 words)

3. **Business Opportunity:** Mention the target customers and expected scale of business/project in defined time (200 words)

4. **Solution proposed:** Describe the Products/Services you are going to offer. Please be specific and elaborate on Innovativeness of the proposed solution. (200words)

5. **Market analysis:** This also includes competitive analysis. If your product/service is novel, please define why customers will opt for this new alternative. And in case, similar solutions/products are available in market, emphasize on the uniqueness of your product/service that will make it suitable or preferable over existing options.

6. **Customer acquisition:** Describe the plan/strategy to reach out and acquire customers for the proposed product/technology/idea. (200 words)

7. **Milestones:** This section expects work plan of the project in yearly or quarterly manner (Graphical representation will be appreciated)

8. **Revenue generation:** Explain the methodology/plan of revenue generation through the sales/market of the services/products offered. The business development strategy is also expected to be covered in same section (200-400 words)

9. **Financial assistance/Investment:** Quote the estimated expenditure/investment required for the commercialization of your idea and expected source of financial assistance for the same. Please mention the targeted funding agencies and schemes that are relevant to your business idea. Also mention the breakdown of funds/investment you are seeking (200-300 words).

10. **References:** You are expected to provide references to all the figures and facts mentioned in the proposal.

Note: In case this format does not suit your project, justify the same and submit the write up of business proposal applicable format.

ANNEXURE – IV

On a stamp of 500/- (non-Judicial) & to be notarized

TRIPATITE INCUBATION AGREEMENT

AMONGST

INNOVATION AND INCUBATION CENTRE FOR ENTREPRENEURSHIP (IICE),

(NAME OF THE ENTITY),

AND

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), BHOPAL

for

Technology Business Incubation facility at

the Incubation Centre of IISER Bhopal

This agreement is made effective on and from _____

BY AND AMONGST

INNOVATION AND INCUBATION CENTRE FOR ENTREPRENEURSHIP (IICE), a society registered under the Madhya Pradesh Societies Registrations Act, 1973 and established by and at **IISER Bhopal** as an interface organization to promote, innovation and entrepreneurship at IISER Bhopal and in its vicinity, represented herein by its Coordinator (hereinafter referred to as **IICE** which expression, where the context admits, shall include its successors and assigns) of the **FIRST PART**.

M/s. _____, a Company incorporated under the Companies Act, 2013, having its registered office at - _____, India, represented by its Directors who are seeking for the incubation space at IICE, IISER Bhopal (hereinafter referred to as Director, which expression where the context admits, shall include its successors and assigns) of the **SECOND PART**.

AND

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), BHOPAL, represented by its Director's nominee (hereinafter referred to as **IISER Bhopal** which expression, where the context admits, shall include its successors) of the **THIRD PART**.

DEFINITIONS

1. **“The Institute”** shall mean the Indian Institute of Science education and Research (IISER) Bhopal.
2. **“Incubation Centre / Technology Business Incubator”** shall mean the Innovation and Incubation Centre for Entrepreneurship (IICE).

3. “The company / Company” shall mean the _____.

WHEREAS

1. The company has a vision to _____
2. Further, the company also intend to _____.
3. **IISER Bhopal** is one of the premier education and research Institute of national importance and is engaged, inter-alia, in research, education and development in diverse areas of science & technology.
4. **IICE, IISER Bhopal** provides space, mentorship to the budding start-up companies founded by IISER Bhopal researchers, faculty, students and entrepreneurs from outside IISER Bhopal after the start-up has made a presentation in front of the panel and get approved for Incubation.
5. The company is desirous of entering into the Incubation Agreement with the IICE and is willing to take the space at IICE on rental basis.
6. **IICE, IISER Bhopal** has agreed to allow to use the incubation space for a period of **18 months on License basis**, renewable thereafter by mutual consent, subject to terms and conditions **stated herein after.**

OBJECTIVES

- a)
- b)

Following terms & conditions are agreeable to all the parties, and would be applicable from the date of signing the agreement or from 01st day of November 2022, whichever is earlier:

1. Technical / Academic

The company has made the following commitments:

- a) The company will use the premises at the IICE in the Institute for research and development purpose only which shall include the R&D experiments, publishing scientific data, innovation related activities, product development etc.
- b) The company may request the concerned authorities to make the use of the Institute laboratories, specialized equipment, central facilities, faculty, and student time etc. in established modes of (i) consultancy – retainer or problem specific and (ii) research programs, which will be jointly identified and implemented by the company’s expertise and Institute faculty members and administered under the aegis of IICE, as per the prevailing policies of the Institute.

- c) The Company may provide internship and training opportunities for IISER Bhopal students and may sponsor several scholarships during the incubation period, as per the merit of the students.
- d) Based on the research progress at the company, the company may provide every year several projects where B.S and M.S students at the Institute will be involved.
- e) The Company will induct one representative from IISER Bhopal on its board as nominated by the Institute in consultation with the IICE, as and whenever applicable and required, and decided by the competent authorities of the Institute.
- f) The Company will prepare an annual report highlighting the progress of the company (along with audited accounts) and make it available to the IICE and IISER Bhopal by the end of every financial year for record / review / monitoring.
- g) Senior Technical Executives of the company will have to make regular presentations on the latest technological developments to the IICE and students/faculty of the IISER Bhopal or as and when suggested.

2. Infrastructure

IISER Bhopal by a License Agreement with the Company will provide limited space (as per the requirement and availability) to the Company to set up an office space and R&D labs at the IICE premises on terms and conditions stipulated in the said agreement.

3. Consideration

- a) The agreeable office space (Workbench number - 1 in open incubation area) located at the Incubation Centre on license basis solely for the purpose of the project. The charges for the allocated space will be calculated as given below.
- b) The Company will pay facility usage charges / rent for the office space provided at the IICE which is fixed at ____ plus any taxes payable to the Government (as applicable). The charges are valid for the current contract period from _____ and the same are subject to revision from time to time by the IICE / IISER Bhopal and the revised rates will be applicable with the immediate effect.

Total monthly rental including rent for office space and other expenses, to be paid by the Company will be as follow:

Rent for Lab space	
Electricity charges for the space provided	
PC charges (per PC) (<i>If required</i>)	
Air Conditioner charges	
Rent for lab space occupied (<i>If occupied</i>)	
Rent for the space occupied by the equipment (<i>If occupied</i>)	

Total monthly rental	
-----------------------------	--

The above-mentioned charges do not include any charges for the equipment and facilities available on a shared basis for the Company's at the Instrumentation facility at IICE. The equipment and facilities can be made available for use by the Company by paying additional charges for the facilities as per the IICE policies. The list of the equipment and facilities available and their charges are mentioned in Annexure – I which forms part of this agreement.

If there is a separate instrument installed / brought to the IICE premises by the start-up, the energy consumption by the equipment used for prototyping/production/manufacturing will be charged as per actuals. Accordingly, the same shall be billed monthly to the Company as per the electricity rate per unit.

- c) The Company will have to pay security deposit equivalent to the amount of two (2) months of total monthly rental charges as mentioned in point (b) of clause 3 of this agreement in advance, which will be refundable at the time of the graduation from the Incubation Centre or will be adjusted against the total monthly rental charges as mentioned in point (b) of clause 3 of this agreement or any other outstanding payable amount or as will be decided mutually. Thus, the total security deposit will be _____.
- d) The Company shall pay the monthly charges for every month, promptly, and regularly. They shall pay the monthly Charges on or before the 7th day of every English Calendar month in advance. Failing to comply with the condition may attract a penalty @ 1% of the total monthly charge for each day of delay and this may be exercised at the discretion of the IICE.
- e) The Company will pay up to 2 % of the gross annual turnover of the Company to the IICE till the company is incubated at the IICE. To calculate the 2% of the gross annual turnover, the lower cap will be ₹ 50,00,000/- (Rupees Fifty lakhs) of annual turnover and the upper will be ₹ 7,00,00,000/- (Rupees Seven Crores) of annual turnover. The payment shall be deemed as due for payment to the Institute at the end of each financial year irrespective of whether any formal invoice is raised or not raised by IISER Bhopal or IICE for the purpose. The revenue would be transferred to the IICE bank account only by cheque / DD / Net Banking.
- f) The Company shall, within two months of the commencement of incubation, shall issue 10% fully paid-up equity shares in the company to the IICE after making payment on Face Value of the shares (maximum ₹ 10/- per share).
- g) Upon transfer of the above-said equity shares to the IICE, the Company will have an "Exclusive Right" on the Institute's technology/patent developed by the Company without any additional fee by entering into a separate "**Exclusive License**" agreement with the Institute.

- h) IISER Bhopal shall have sole and absolute right to decide (i) whether to offer option of buyback of these equity shares by the Company, (ii) quantum thereof, (iii) their valuation and (iv) terms of payment of buyback of equity shares, if any. The valuation of shares for buyback by the Company shall be on a price mutually agreed by both the parties or on the price calculated by an Independent valuer appointed with mutual consent.

The expenses of appointing the independent valuer and the fee charged by the valuers will be borne by the Company.

- i) The Company shall have the option to buy-back the shares at the price to be calculated as per above within 30 days from the date of offer for buy-back. If the Company fails to buy-back the shares as mentioned above, then the IISER Bhopal shall be free to treat with the shares in whatever way that suits without further reference to the company.
- j) The Company will be able to make executive, management, financial, and operational decisions of all kinds solely on its own, however, the company may seek support or consultation from IICE and IISER Bhopal as and when required during the agreement period.

4. Others

The Company also agrees as under:

- a) To submit a business plan stating the novelty of the technology/idea, business prospects including demand and supply, need for IISER Bhopal expertise, laboratory and infrastructural utilization for the research and development, commercialization of the technology developed, IPR ownership, financial plan etc.
- b) To restrict activities and operations as per the business plan finally accepted by IISER Bhopal and to comply with the guidelines, if any; issued by IISER Bhopal for operations of the Company from time to time.
- c) To furnish information, periodic reports as and when desired by IICE / IISER Bhopal Board of Governors / other committees in the institute. The requisitioned information / reports can be as part of any exercise to monitor / review the progress of incubation in line with the original/revised Business Plan submitted to the institute or to meet requirement of special / contingent / unforeseen circumstance. This also includes any audio-visual presentation requisitioned by IISER Bhopal.
- d) To inform the IICE / IISER Bhopal about all potential biochemical hazard, inflammable materials, and other possible hazards due to the use of material/equipment in the office space. Also, the Company should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by the IICE.

- e) Not to make any structural changes in the rented premises except the installation of machines / equipment without the prior consent of the IICE / IISER Bhopal.
- f) To provide a list, as per the following format, of their full time and part time employees on the company's letterhead at least once in every quarter:

Sr. No.	Name	Age	Gender	Full time or part time	Qualification & Experience	Designation & responsibilities	Address	Signature
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- g) To ensure that their entire full time and part time employee shall carry their respective ID cards issued by the Company and Aadhar Card during in service at the premises in the Institute.
- h) The Company hereby indemnifies the IICE / IISER Bhopal, and shall always keep indemnified and hold the IICE / IISER Bhopal, its employees, personnel, officers, directors, (hereinafter collectively referred to as "Personnel") harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly from or in any way arising out of any claim, suit or proceeding brought against the IICE / IISER Bhopal as a result of:
- an act or omission of negligence or willful misconduct of the Company, employees in the performance of the obligations of the Company under this agreement; and/or
 - claims made by employees who are deployed by the Company; and/or
 - breach of any of the terms of this agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty of the Company under this agreement; and/or
 - Gross negligence or willful and gross misconduct attributable to the Industrial Collaborator or its employees.
- i) The agreement can be terminated by either of the parties by giving a notice of thirty (30) days. On termination of this Agreement/License, the Company shall return the premises to the IICE in the same condition as was handed over along with fittings and facilities provided in the premises.
- j) No variation or addition to this agreement entered in this regard shall be binding on the parties hereto, unless the same shall be recorded in writing and duly signed by both the parties to this agreement. An additional agreement may be prepared if required, if any other clauses or terms and conditions are added or altered later.
- k) Any/all disputes between the Company and the Institute & IICE shall be resolved through the Dispute Resolution Mechanism where the Director IISER Bhopal/President IICE will appoint a Grievance Redressal Committee (GRC) constituting of four (4) members, out of which one representative will be from the Incubatee. The recommendation(s) of the committee will be forwarded to the Director

IISER Bhopal/President IICE and the decision of the Director IISER Bhopal/President IICE shall be final. If then also the dispute remains unsettled then, alternate dispute redressal mechanism such as Mediation under respective judicial mechanism will be followed. The jurisdiction of the dispute resolution will be Madhya Pradesh (M.P.) state only.

- l) The IICE / IISER Bhopal holds all the rights to amend any clause or covenants in the above-mentioned agreement. The same shall be binding for all.
- m) The IICE / IISER Bhopal holds all the rights to inspect the premises at any time with or without prior communication to the Company. Accordingly, the Company shall allow free and unhindered inspection to the IICE / IISER Bhopal representatives. In the event of any discrepancy, so found, the IICE/Institute shall have right to revoke the present agreement forthwith, notwithstanding anything contained in the present agreement in respect of notice of termination / revocation.
- n) The annexures (if any) form part & parcel of this agreement and is hereby accepted by the Company.
- o) The employees deputed by the Company in the premises of the Institute shall be considered as employee of the Company and the company shall be their Principal Employer and for no purpose they will be considered as employees of IICE / IISER Bhopal.
- p) The incubated company will have to take the sole responsibility of technology transfer, IPR transfer (if any) from the Institute. The terms & conditions of such technology / IPR transfer are to be laid out through a sperate agreement between the Institute and the company or any other stakeholders as per the Institute's policies.
- q) The Company shall ensure compliance of all Labour and other applicable Laws is respect of employment of its employee at IICE/IISER Bhopal. The Company shall obtain valid license / consent under applicable laws for carrying R&D / business transactions / employment etc.
- r) The Company shall keep the premises in good condition and if any damages, breakages are caused to the said Premises, the IICE shall recover the amount for such losses from the company on account of such damages and breakages.
- s) This Agreement together with any agreement specifically executed pursuant to this Agreement constitutes the whole and only agreement between the Parties relating to the Incubation Services. This Agreement supersedes and extinguishes any prior drafts,

agreements, undertakings, representations, warranties, and arrangements of any nature whatsoever, whether or not in writing, relating thereto.

5. Confidentiality

The parties to this Agreement agree that information related to research & development shall be treated as confidential or any other information provided by a party to the others regarding such party's business and operations. All confidential information provided by a party hereto shall be used by any other parties hereto solely for the purposes of rendering services pursuant to this Agreement and, except as may be required in carrying out the terms of this Agreement, shall not be disclosed to any other party without the prior consent of parties involved in the agreement. The foregoing shall not be applicable to any information that is publicly available when provided or which thereafter becomes publicly available or which is required to be disclosed to any regulatory authority in the lawful and appropriate exercise of its jurisdiction over a party, any auditor of the parties hereto, by judicial or administrative process or otherwise by applicable law or regulation.

IN WITNESS WHEREOF, the parties hereto have signed this agreement on _____, hereof on the day and year mentioned herein before:

SIGNED and DELIVERED for and on behalf of
INNOVATION AND INCUBATION CENTRE FOR ENTREPRENEURSHIP, IICE
aforesaid, by its Chief Executive Officer
Signature
Name -
Date -

SIGNED and DELIVERED for and on behalf of _____ aforesaid, by its director

Signature
Name -
Date -

SIGNED and DELIVERED for and on behalf of
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH, BHOPAL,
IISER Bhopal aforesaid, by its director

Signature
Name -
Date -

In the presence of witnesses:

ANNEXURE - V

Facility Usage undertaking for physical pre-start-up

THE DECLARATION BY THE PHYSICAL PRE-START-UP FOR THE FACILITY USAGE AT SCHEDULED PREMISES AT IICE IS AS FOLLOWS:

IICE has agreed to allow the Student Pre-startup to use the pre-start-up facility in open incubation space upon recommendations of technical evaluation committee solely for the Purpose of the Project "_____".

IICE hereby demises to the student pre-start-up the facility initially for a period of 9 months on chargeable basis, extendable thereafter by evaluation of the progress of project by the IICE on the recommendation of the Project Mentor.

1. **Monthly Charges:** The facility usage charges for the said space at the Open Incubation Hall is fixed at ₹ 250 /- (**Rupees Two Hundred and Fifty only**) per workstation per month. The charges are subject to revision as per the policies of IICE.
2. **Equipment:** IICE may make some common equipment available on a shared-basis to the student pre-start-up for the term of the pre-incubation and any subsequent extensions to it. While these Equipments are not for exclusive use of the student pre-start-up, however, IICE may agree to make such equipment available to the Student Pre-Startup to use them for as much time as reasonably needed. There can be additional usage charges for the Equipment, and the same shall be borne by the Student Entrepreneur.
3. The student pre-startup shall comply with all the statutes, rules and regulations such as, ethics approvals, biosafety and biochemical hazard approvals, *etc.* and all other applicable statutory provisions as may be applicable. The student pre-start-up shall be solely responsible for the adherence to all the applicable norms relating to the performance of work on the Incubation centre.
4. The student pre-start-up shall be at liberty to carry on activities in the Incubation centre, which are part of the specified project "_____" only. The Party will require prior permission from IICE management to do any additional activity in its premises.
5. The working hours for the student Pre-Startups will be from 9:00 AM to 6:00 PM, if they wish to work after the designated time, prior approval from the IICE office is must.
6. There shall be no compromise by the members of student pre-start-up on academic schedule, such as classes, practical and exams due to pre-start-up related activities
7. IICE will not extend any financial assistance, nor shall any commitment be given by the IICE for the said project.

8. No Visitors other than the members of the Project team are allowed to enter the IICE premises without prior approval.
9. The student pre-start-up shall inform the IICE Office about all potential biochemical hazard, inflammable materials, and other possible hazards due to the use of material/equipment in the Incubation centre.
10. IICE shall have right to inspect the Incubation centre, at any point of time and the visit may not necessarily be intimated to the student pre-start-up, and in the event of any discrepancy, so found, IICE shall have right to revoke the present undertaking forthwith.
11. The student pre-start-up shall keep the Incubation centre in good condition and if any damages, breakages are caused to the said Premises, the student pre-start-up shall make good the loss caused to the First Party on account of such damages and breakages, and the member(s) of the student pre-startup shall pay the cost of repair for the same as per the repair estimate provided by the IICE Office.
12. **Termination of the incubation of pre-start-up:** The progress report of the student pre-start-up will be evaluated by the IICE technical review committee on regular interval and incubation of pre-startup can be terminated upon the recommendation of technical review committee and the student mentor. On termination of project, the student shall return the Pre-startup facilities to IICE in the same condition as was handed over.

Signed on.....

CEO/Coordinator/Secretary, (IICE)

Incubation Manager (IICE)

(1) For (Project Name)

Student Entrepreneur

ANNEXURE VI

List of Instruments at Common Instrumentation Facility of IICE, IISER Bhopal

Note: The list of instruments will be updated as per the installation of new instruments at IICE

Sr. No.	Equipment	Make
1.	Centrifuge-Minispin	Eppendorf
2.	Minicentrifuge	Ezee-Mini
3.	Ice maker machine	LAB
4.	Microwave oven	IFB
5.	Weighing Balance	Sartorius
6.	Vertex Mixer	Stuart
7.	Refrigerator	Samsung
8.	- 20°C deep freezer	Elanpro
9.	Micropipettes	Gilson
10.	Magnetic stirrer with heat-block	Cole Parmer
11.	Milipore water system	Millipore
12.	Autoclave	Equitron
13.	Water Bath	Equitron
14.	pH Meter	Cole Parmer
15.	UV-transilluminator	Genetix
16.	Horizontal Agarose Gel Electrophoresis unit	BioRad
17.	Laminar airflow	CleanAir
18.	Incubator shaker	MRC ltd
19.	Cooling Centrifuge with multiple rotors	Eppendorf
20.	PCR machine	Applied Biosciences
21.	Inverted Microscope with digital imaging system and SW	Leica
22.	pH Meter	Entech Instruments
23.	Spinwin	Spinix
24.	Minispin	D LAB
25.	ELISA plate reader	Thermoscientific
26.	ELISA plate reader	Thermoscientific

ANNEXURE VII

Equity, Revenue, and rental share for internal start-ups

Sr. No.	Particulars	Consideration
1.	Equity Share	The IICE will hold flat 10% of paid-up equity shares in the company after making payment on Face Value of the shares (maximum ₹ 10/- per share).
2.	Revenue Share	The IICE will have 2% of the gross annual turnover of the company as its revenue share for six (6) years. This period of six years will be calculated from the period the company will start generating revenue. To calculate the 2% of the gross annual turnover, the lower cap will be ₹ 50,00,000/- (Rupees Fifty lakhs) of annual turnover and the upper will be ₹ 7,00,00,000/- (Rupees Seven Crores) of annual turnover.
3.	Rental	Rental will be charged as per the approved rates
4.	Time Devotion	<i>The faculty/Institute's Member is permitted to work up to 20% of official time in the incubated start-up in the IICE.</i>

The aforementioned point no. – 4 will be after the proper approval and consideration through the Dean of Faculty Affairs (DoFA) and the Director IISER Bhopal.

Equity, Revenue, and rental share for external start-ups**

Particulars	Consideration
Equity Share	The IICE will hold 4 - 8% of paid-up equity shares in the company after making payment on Face Value of the shares (maximum INR 10/- per share). This 4-8% is negotiable on the current stage of the start-up in respect to TRLs.
Revenue Share	The IICE will have maximum 2% of the gross annual turnover of the company as its revenue share till the company is incubated in the IICE. To calculate the 2% of the gross annual turnover, the lower cap will be ₹ 50,00,000/- (Rupees Fifty lakhs) of annual turnover and the upper will be ₹ 7,00,00,000/- (Rupees Seven Crores) of annual turnover. This is negotiable on the current stage of the start-up in respect to TRLs.
Rental	Rental will be charged as per the approved rates

** Revenue share is as per the range approved by the IICE Governing Body. Further, this can be finalized among the start-up, IICE and IISER Bhopal, as per the terms and conditions in the agreement on mutual discussion.