

GURUKULAM - TECHNOLOGY BUSINESS INCUBATOR (G-TBI)

Reference Manual



Sree Narayana Gurukulam College of Engineering

(Approved by AICTE, New Delhi & Affiliated by M.G University, Kottayam)

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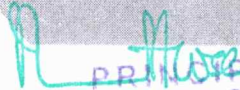

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1. Introduction

Technology Business Incubation Centre is planned to provide a springboard to budding entrepreneurs who wish to launch themselves into the world of technology based business careers. In the Technology Business Incubator (TBI) bright ideas can be developed to a product or service using advanced technology solutions. This innovation centre is designed to provide all the support to make business ventures successful. This document outlines the details of support services available at TBI.

2. Objectives of TBI

- To undertake on a time-bound and a mission oriented basis the planning, establishment and management of Technology Incubators in Kerala so as to provide the infrastructure and environment required for starting advanced technology business ventures through research, design, development and training activities;
- To encourage local entrepreneur-ship and attract non-residents and companies to set up technology enterprises;
- To undertake a major initiative to assist in setting up of Technology based units in Kerala;
- To accelerate the up-gradation of research and development facilities in Engineering Colleges and other institutions in Kerala to make them capable of carrying out leading edge research in advanced technology;
- To encourage and support production units to carry out continuous research for developing new products and services.
- To develop ideas into a product or service using advanced technology solutions.
- To establish the market for research out puts.
- To assist a new entrepreneur in developing the product as per the needs of the market.
- To incubate the research results of an experienced entrepreneur or business entrepreneur.
- To attract technology based companies to the Park.
- To create employment / revenue generation / export possibilities through development of new technology oriented products.

3. Membership in TBI

The entrepreneurs wishing to become members of TBI are grouped in to one of the following categories.



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3.1 New Entrepreneur

Generally these are fresh graduates from science/technology /business institutions who come out with innovative ideas of building technology businesses. Experienced technocrats from leading R&D institutions and faculty personnel from premier academic institutions also fall into this category. These entrepreneurs will get the maximum support from the incubation centre. At the end of three years these members will fall into the category of experienced entrepreneurs and the eligibility for assistance will be assessed accordingly.

3.2 Experienced Entrepreneur

Persons with business and industry experience wishing to pursue entrepreneurial challenge will fall under this category. Persons who have previous successful or un-successful entrepreneurial experience will also be included here.

3.3 Business Entrepreneur

Established business houses wishing to diversify into advanced technology areas or enterprises wishing to set up their operations in TBI fall into this category. All the facilities of the incubator will be extended to these ventures. However, the fee structure for this category of entrepreneurs will be higher than the categories specified as 1 and 2 above.

4. Policies & Procedures

- a. Host Institute (HI) makes substantial investments of resources in the incubation activity and will be conscientious in the due diligence process before admitting an entrepreneur into the program. In addition, limited resources mean that only a limited number of spaces are available in the incubator program.
- b. The incubator policy is to identify those entrepreneurs who are most likely to assist the broad objectives of TBI.
- c. TBI analyzes an entrepreneur's technology ideas, available resources, entrepreneurial experience, and need for incubator services, in order to determine its probability of success. The expert committee appointed then forwards its recommendations to HI who makes the final admission decision, which may involve a personal interview with the entrepreneur.
 - Possible admission decisions include:
 1. Acceptance for immediate admission to the program, or
 2. Conditional acceptance
 3. Rejection of the application



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- Companies accepted conditionally are placed on a waiting list for the next available space in the program. When a space opens up, all waiting-list companies still interested in the program are re-evaluated to properly consider changes in their situation since the initial acceptance. The committee then selects the best-qualified company for admission to the membership.

5. Membership criteria

The selection of entrepreneurs for membership in TBI will be based on the recommendation of an expert committee specifically set up for the purpose by the TBI. The criteria for acceptance are the following:

1. The business activity proposed is in the advanced technology area. The company must meet the definition of a "technology-based company" (An organization which pursues commercial applications of science/technology-based innovations; employs a high percentage of technicians, engineers or scientists; or requires extensive R&D to produce new products or services).
2. The venture proposed is a corporation, partnership or sole proprietorship.
3. Demonstrate a need for incubator services.
4. Demonstrate capability for business viability and growth.
5. The business plan submitted by the entrepreneur is sound. (See form for preparing Business Plan in ANNEXURE - II).
6. In the absence of a proper business plan, the request for membership will be accepted provisionally if business proposal looks promising prima-facie to the expert committee. (See form in ANNEXURE –III). The entrepreneur will submit a proper business plan to TBI which, will be reviewed by the expert committee before final acceptance.
7. The business proposed should have significant technology content/employment potential/revenue generation potential / export earning potential.
8. The entrepreneurs may or may not have a track record in undertaking entrepreneurial ventures.
9. A first time entrepreneur should have the requisite aptitude in promoting the venture. The expert committee will assess this through personal interview, review of past activities, background check, references etc.

6. Selection Process




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- 1) Determination of eligibility by TBI based on preliminary application. (See ANNEXURE - I for application format.)
- 2) TBI and the entrepreneur will sign a mutual nondisclosure agreement (NDA) (See ANNEXURE – VIII)
- 3) Submission of complete application package:
 - (a) Copy of the entrepreneur's business plan (See ANNEXURE – II for suggested format)
 - (b) Entrepreneur's tax returns for prior three years if applicable.
 - (c) Details of company's corporate structure, bylaws, ownership, etc.
- 4) TBI sets up an expert committee to evaluate the application.

The expert committee reviews the application based on but not limited to the following criteria:

- a) Merit of the business proposal.
- b) Background and experience of the entrepreneur.
- c) Financial viability.
- d) Status of the business plan, market research and feasibility studies.
- e) Growth potential.
- f) Applicant's commitment-both financial and personal time-to the venture.
- g) Business references.
- h) Makeup of the management team.
- i) To what extent is the entrepreneur developing technology, or using technology for a unique business purpose?
- j) How effectively does the entrepreneur demonstrate an understanding of the environment facing the venture in its target markets, and a reasonable strategy to achieve stability and growth?
- k) How clear is the entrepreneur's need for the types of services that the incubator offers?
- l) Is the venture product or service-based? Product-based ventures, by their nature, have a greater potential for significant economic impact, but innovative service businesses will also be considered for the program.
- m) Market knowledge and experience (market definition, markets serviced, competition, SWOT analysis etc.)
- n) The entrepreneur gives a presentation of the business plan to the expert committee.




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- o) Evaluation by the expert committee (including background and credit check of entrepreneur)
- p) Decision by expert committee

7. Post Admission Process

Once the decision is made to admit the entrepreneur to the incubation program of TBI, the following activities are undertaken:

- 1) License agreement (ANNEXURE –VI) is executed between TBI and the entrepreneur.
- 2) Jointly set short-term objectives for the venture's performance.
- 3) Develop a written plan of work for the venture.
- 4) Set up the venture's financial management and budgeting systems.
- 5) Identify mentors, consultants, service providers or resource centers to assist the entrepreneur in achieving his goals.

8. Semi-annual review

Two formal performance reviews of each company are required each year. The expert committee gauges the progress of the company against its objectives. The expert committee also evaluates the quality and impact of the business assistance provided by TBI. Any further assistance in the form of mentors, consultants, service providers or resource centers required by the entrepreneur is identified during this review.

9. Duration of Incubation Programme

In the case of New Entrepreneurs and Experienced Entrepreneurs, the duration of license to operate in the incubator program will be for 3 years. An extension of one year will be considered on a case-by-case basis. The application for extension will be weighed against the following factors.

- i. The lead-time required for commercialization of the product or service planned by the company has increased substantially due to techno-commercial reasons.
- ii. Market conditions have changed requiring more time for the entrepreneur to adjust to the changed environment.

The entrepreneur has to submit a formal application to the expert committee highlighting all factors responsible for the delays in the plan. The application should show the strategies adopted by the venture in overcoming the problems faced by the company.

In the case of Business Entrepreneurs the duration of license will be for one year. Extension of the term will be considered on a case to case basis based on the recommendation of the expert committee. These entrepreneurs will



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move out of incubator at the end of the license period whether they have graduated or not.

10. Company's Responsibilities

TBI requires the members of the incubator to:

- Comply with all legal and statutory requirements of operating a venture.
- Operate their business in a highly ethical manner.
- Desist from any action that will tarnish the image of TBI and HI.
- Report quarterly financial data to TBI.
- Pay TBI invoices promptly.
- Make payments for services rendered by individuals and other agencies promptly.
- Provide TBI with annual data on sales and employees

11. Graduation

The venture will graduate from the incubation programme when any one of the following conditions is fulfilled.

- i. The revenue stream of the company is adequate for self-sustenance.
- ii. The entrepreneurs have been able to tie up investors to finance the expansion plans of the venture and the incubator support is no longer necessary.
- iii. The entrepreneurs have sold the venture to a larger company.
- iv. Expiry of the period specified in the license agreement.

If any of the above events takes place the venture will be treated as graduated from incubation programme and the membership in the incubator will be discontinued.

12. Termination/Discontinuation

TBI reserves the right to rescind a company's right to participate in the incubation program due to any one of the following reasons.

- i. For conduct deemed illegal or detrimental to the program as a whole, termination is the effective immediately.
- ii. For unsatisfactory short term and long term performance or nonpayment of TBI's invoices as per License Agreement executed, a venture will receive written notice of TBI's intent to invoke the termination clauses of the license agreement.



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- iii. If the business potential of the technology / products / service has diminished, a venture will receive written notice of TBI's intent to terminate.

In all the above cases the expert committee's recommendation will be the guideline for TBI. Decisions to terminate may be appealed to the Chairman, TBI Governing Council, as the final arbitrator.

13. Closing Membership

On graduation/termination/discontinuation of the membership of TBI, the venture will take the following actions.

- i. The member venture will release the space occupied by them in TBI immediately after removing all equipments and items fitted by them in the area.
- ii. All items of furniture and equipments provided by TBI will be returned to TBI in good condition barring normal wear and tare.
- iii. All payments due to TBI will be cleared immediately.
- iv. All payments due to consultants, resource centres, service providers will be settled directly by the company.

14. Refund of Security Deposit

On closure of membership, TBI will refund the security deposit given by the company after adjusting for the pending dues and damages made to the area occupied by the venture including furniture and fixtures. Any disputes arising out of the settlement will be referred to the Governing Body of the HI, as the final arbitrator.

15. Resource Centres

The venture will have access to all the laboratories and resource centres like the library etc. of HI for smooth functioning of the venture. Faculty support also will be available on request. The use of HI facilities will be governed by the rules and regulations of the HI which will be published from time to time.

16. Payment for services

The entrepreneurs are to make the following payments for use of the facilities and services of TBI.

- I. License fee for TBI membership and space occupied in the incubator are to be paid to TBI. The support services included in the license fee are: –
 - Front office support for handling guests and telephone calls.
 - Limited Security services with no liability.
 - Parking facility in the campus where parking is permitted.
 - Power and water usage charges.
 - Office Maintenance services.




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- Use of TBI internet link.
- 2. SNGCE library membership charges are to be paid by the entrepreneur.
- 3. All charges applicable for the usage of facilities like the conference rooms, laboratory equipments, faculty time etc. are to be paid by the entrepreneur at the published rates based on invoices raised by the concerned agencies.
- 4. Telephone extension usage charges are to be paid to TBI. All charges for connection and usage of direct telephone lines obtained by the entrepreneur will be paid to the service providing agency.
- 5. Internet charges are to be paid directly to the ISP engaged by the entrepreneur.
- 6. Payment for all paid services of Resource Centres will be made directly to the service provider based on their payment terms.
- 7. All paid services of mentors / consultants / accountants and other service providers will be made based on the payment terms agreed by the entrepreneurs with them.

17. Frequently Asked Questions

Who runs the Technology Business Incubator (TBI) Program?

The TBI is owned and operated by Gurukulam Research Park, Sree Narayana Gurukulam College of Engineering, Kadayiruppu, Kolencherry.

How can I be accepted into the program?


If your business idea meets the criteria for admission, the first step usually involves setting up an informal exploratory meeting to introduce your business plans to the Incubator staff and visit TBI facilities. If your business is deemed appropriate for TBI, the next and final step is to submit a formal application with a business plan for review. The Incubator staff can assist prospective ventures with their business plans. Please see ANNEXURE - I, II and III for forms.

What does the admission process consist of?

After the completed application is submitted, a meeting is set up with TBI staff to determine if the applicant is a legitimate candidate. If so, TBI forms a review committee comprised of members who have expertise in whatever disciplines appropriate for this particular application. This technical assessment procedure is both a quantitative and qualitative review. After this phase is cleared, the entrepreneur is requested to submit a business plan. The plan is reviewed and if approved, TBI come up with mutually agreeable goals-milestones that the incubator expects the entrepreneur to accomplish during his tenure at TBI. Finally, the application is forwarded to the approving authority for final clearance.

Do I have to give up equity to join the Incubator?




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Normally TBI does not take an equity position in the ventures. Instead, it charges its member companies a monthly license fee which covers the lease of space, use of shared business equipment, and access to consulting services and referrals by TBI staff. For a more detailed description of program services and fees, see the Procedure Manual.

How can the Incubator Program help me?

From shared resources to in-house assistance with technology development assistance, business planning, access to resource centres and access to potential investors, the Incubator Program is designed to help technology ventures.

Do I have to sign a standard commercial lease?

Incubator leases are designed to give entrepreneurs the greatest possible flexibility. Leases guarantee the rental fees for one year, but allow entrepreneurs to move out, add space, or consolidate their offices with short notice.

What kind of internet access is available?

Members have access to a shared, internet connection. However, members also have their option of engaging their own ISP serving them with internet connection.

Are there any jobs available at the Incubator?

The Incubator is home to young and growing enterprises that often have full and part-time positions available.

Is it possible to visit the Incubator?

If you are interested to seeing the facilities and undertake discussions on our program, please contact the TBI.

What happens to firms after they leave TBI?

Typically the entrepreneurs, who graduate from TBI set up their operations in any one of the commercial complexes or technology parks available in the State.

Are all TBI firms technology based?


Yes, this is a basic requirement for admission to TBI.

Why does TBI have a technology-based focus?

TBI is located in a technology institution to nurture entrepreneurial talents in using science & technology for economic development. There are parks and commercial complexes available in the State specifically established for other types of business.

What is the average stay for TBI firms?




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We do not expect a firm to stay for more than 3 years in TBI. However, in exceptional cases extension of stay will be granted based on the recommendation of a review committee.

What does the presence of a successful incubator mean to HI and the community?

The success and expansion of TBI means increased entrepreneurial activity in the State. It also signals to the small business sector, the State's commitment to building local businesses, industry, and achieve economic development of the community. TBI embodies the synergy of the State's business community investing in high technology. To the community, TBI's success means more jobs and higher paying jobs. It also means that there is a new anchor in technology institution that may ultimately help attract additional investment into the State.

What advantages TBI firms realize by being associated with TBI?

TBI offers several benefits for start-up ventures, including the ambience and the presence of a technology community. Primary opportunities for the ventures result from enhanced availability to TBI resources, both physical and intellectual. These factors have the potential for significantly reducing premature failure rates of new ventures. The program also provides an opportunity for TBI to directly respond to the State's economic development needs, thereby enhancing employment opportunities for its science & technology graduates. Entrepreneurs can draw upon the experience and expertise of HI faculty personnel and TBI's panel of mentors and consultants.

I still have specific questions about TBI that are not answered here. Whom should I contact?

If you have a question or concern that have not been covered, the TBI staff would be glad to answer any specific questions you might still have. TBI can be reached at 0484-2597800 or via e-mail: info@sngce.ac.in

- HIs point of contacts:
1. Kemthose P Paul,
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+919446742522, kemthos@rediffmail.com
 2. P. Krishna Kumaran Thampi
Chief Project Office,
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How long does the review process take place?

Reviews are scheduled once the technical and business plans are in acceptable form. Assembling the appropriate panel may take a week or two depending on the availability of the reviewers desired.




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How long does it take to move in after the reviews are successfully completed?

The entrepreneur can move in to TBI in about two weeks' time, if the place is readily available and the license agreement is signed. Phone connection and Internet access could be made available within 10 days. Any special furniture, modifications to the office module, special power requirements etc. may require additional time depending upon the extend of work required.

What are the costs to me?

A license fee, ranging from Rs. to Rs. is charged each month based on the module occupied. Additional costs include charges you incur for phone, internet, postage, etc. Charges are collected using a monthly billing cycle.

What resources do I tap?

The extensive technical and business resources of TBI as outlined in the procedure Manual are available to the entrepreneur.

Why does HI have an incubator?

The incubator is an economic development tool that is designed to create ventures and jobs in the technology sector. TBI is also a conduit for technology to flow into the state's industry. The overall objective is to enable the opportunities provided by science and technology for the economic development of the state.



A handwritten signature in green ink, appearing to read "R. Huse".

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ANNEXURE - I

APPLICATION FORM TO BECOME A MEMBER OF TBI

To become a member of TBI, please fill in the following form. If there is more than one entrepreneur, separate forms are to be filled by each person.

Personal Information:

Name:

Address:

State:

Country:

Telephone:

Mobile:

e-mail:

e-mail (alternative):

Academic Qualification:

Non- Academic Achievements:

Industrial Experience:


Entrepreneurial Experience:

R & D Experience:

Business Experience:

Marketing Experience:




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BUSINESS PLAN

(Please ignore the items that are not relevant for you)

EXECUTIVE SUMMARY

1. Brief outline of the project:
 - i. Location (existing activities & proposed project)
 - ii. Product/Services
 - iii. Technology area
 - iv. Target/Potential market
2. Promoters/management team (their track record & existing activities)
3. Existing business indicating legal status, nature of business, ownership pattern etc.
4. Present Proposal (in terms of expansion/market development/new product commercialization/enhancement of existing product/Capital investment/working capital etc.)
5. Total Requirement of Funds
6. Means of Finance
 - i. Promoters contribution
 - ii. Venture Capital
 - iii. Others
7. SSI Status
8. Proposal regarding exit & indications on return on investment

BACKGROUND

A. (Existing company/ business if applicable)

1. Detailed write-up on the existing business:
 - i. Evolution of business since incorporation
 - ii. Industry profile
 - iii. Company's current position vis-à-vis the market
 - iv. Expertise & skill levels
 - v. Financial performance and position (over last 3 years)
2. Detailed write-up on promoters and management:
 - i. Experience of promoter and key management giving academic background, professional track record, special accomplishments etc. (Resumes to be enclosed)
 - ii. Organizational structure indicating roles and responsibilities
 - iii. Gaps in current management setup, if any (& ways to fill the gap)
3. Details of skill set of key employees (total employee strength, qualification, experience and attrition orate over past three years) & segmented by department
4. Details of funding i.e. source and use of funds (over last 3 years)
5. Shareholding pattern
6. SWOT Analysis



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7. Core competencies (i.e. skills/strength contributing to sustainable competitive advantage)
8. Business interests of the group
9. References (Professional and Business associates)

B. (Proposed Start-up company)

1. Detailed write-up on the promoters:
 - i. Experience in the proposed area
 - ii. Expertise & skill level

I. PRESENT PROPOSAL

1. Detailed write-up on present proposal:
 - i. Product/Services
 - ii. Users & market segment
 - iii. Type of project (Product up gradation /Market development/Capital investment/Expansion)
 - iv. Manpower planning & Staffing
 - v. Revenue Model
 - vi. Sustainability & scalability of revenues requirements
 - vii. Break-up of funds
 - viii. Implementation schedule
 - ix. Forecast (with detailed assumptions) of profitability, cash flow & balance sheets for next five years
 - x. Sensitivity analysis and risk mitigation measures

II. PRODUCT/SERVICES

1. Detailed description of products/services
2. Customers
 - i. Existing & prospective customers
 - ii. Details of products installed or services rendered (detailing date/time of installation, value etc. till date)
 - iii. Contract details
3. Unique selling proposition indicating unique features of product/services
4. Technology involved – history of development & competitive.
5. Comparative analysis vis-à-vis competitive products (in terms of features, cost, technology etc.)
6. Entry barriers (in case of new product/market)

III. MARKET ANALYSIS

1. Detailed write-up on current market:
 - i. SWOT Analysis
 - ii. Market size & structure (target market i.e. domestic/international)
 - iii. Future growth prospects (validated by research reports)
 - iv. Competitors and competitive scenarios



- v. Overall demand – supply
- vi. Key success factors
- vii. Substitute products (if any)
- viii. Technology indicating trends and future developments
- ix. Government regulations

IV. BUSINESS STRATEGY

1. Business Development
 - i. Strategy for identification and targeting the market segments
 - ii. Market development
 - iii. Sales & Marketing (pricing and business model by target markets and segments)
 - iv. Size and experience of sales force
 - v. Latest corporate brochures
2. Niche area (technology, services, market if any)
3. Marketing alliances & associations (agreement terms and conditions, if any)
4. Quality accreditation (existing/planned, if any)
5. Sustainable Competitive advantages vis-à-vis the market
6. Strategies pricing/costing & product positioning

V. MANAGEMENT

1. Organization chart
2. Board of Directors (induction of professionals, if any, in future)
3. Proposal for retention and development of personnel (i.e. ESOP, MSOP etc.)

VI. FINANCE

1. Means of finance (in terms of instruments)
2. Capital structure (pre and post-investment)

VII. EXIT

1. Buy – back/Strategic Sales/IPO
2. Timing
3. Return to the fund



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ANNEXURE – III

Business Proposal

IF A BUSINESS PLAN IS NOT AVAILABLE, PLEASE PROVIDE THE FOLLOWING DETAILS:

Details of the product / service proposed:	<input type="text"/>
Core Competence of the Promoters:	<input type="text"/>
Any R&D work involved:	Yes <input type="radio"/> No <input type="radio"/>
Manpower skills required:	<input type="text"/>
Office space requirement with infrastructure:	<input type="text"/>
Hardware and Software tools required:	<input type="text"/>
Any other relevant information:	<input type="text"/>



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ANNEXURE – IV

Infrastructure facilities provided in TBI

1. **Furnished air-conditioned office area.**
Air-conditioned office modules to accommodate 4/10 persons will be provided for setting up entrepreneurial ventures. The license period is for 3 years. The lease could be renewed at the expiry of the period based on the recommendation of an expert committee. The entrepreneur will have the option of early closure of the lease depending upon the performance of the enterprise. If the entrepreneur chooses to move into a larger area in TBI, a fresh agreement will be executed. A venture requiring bigger areas will graduate from TBI, move out of the centre and set up their operations in any one of the technology parks in the State.
2. **Telephone cabling**
The office area provided will have one telephone extension from the EPABX system. However, the entrepreneur is free to obtain his own telephone connections. Adequate cabling will be provided in the office. All charges for the use of telephones will have to be paid by the entrepreneur directly to the appropriate agencies including TBI.
3. **Cabling for Internet connection**
The entrepreneur can use the cabling available in the office to get connected to the Internet. An ISP can be chosen by the entrepreneur and service charges paid directly to the concerned ISP. TBI will assist the entrepreneur if a separate cabling is to be undertaken for the Internet connection.
4. **Web Hosting**
Members of the Incubator are provided Web Hosting support. Each company will get 5 email ids free of charge. This facility is provided for building the web site for the venture and handling normal business communication. Entrepreneurs may not use this facility for conducting their businesses such as e-Commerce and other online activities.
5. **Electrical connection.**
Appropriate electrical wiring with adequate outlets is provided in the office area. Uninterrupted power is also provided, which is supported by a backup generator. A charge for the usage of power is included in the license fee for the business module occupied by the entrepreneur.
6. **Reception services.**
The front office of the TBI handles the reception activities on behalf of the members. This service is provided to the ventures free of charge.
7. **Security Services.**
TBI is secured by guards provided by security services. This facility is provided free of charge to the member companies. Security procedures of TBI will be applicable for the ventures operating in TBI. However, TBI does not assume any liability.
8. **Toilet facilities**
Common toilets are provided for use by the employees of the TBI members.
9. **Parking areas**
Designated parking areas available in SNGCE campus can be used by members.
10. **Conference rooms**
Member companies can use the conference facilities available in TBI at charges published from time to time. Advance reservation will have to be made to ensure availability.




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ANNEXURE - V

Support Services

Individuals and organizations empanelled by TBI are ready to help entrepreneurs in all areas of business to make their ventures successful. Expert consultants are being empanelled in the following areas on a continuous basis.

1. Mentors
2. Overseas Mentors
3. Angel Investors
4. Venture Capitalists
5. Finance Consultants
6. Accounting & Audit Services
7. Access to Resource Centres
8. Access to Academic Institutions
9. Technical Consultants
10. Quality consultants
11. Management Consultants
12. Marketing Assistance
13. Legal Assistance
14. HR Consultants
15. Training consultants
16. Media Consultants
17. Surveyors/Loss assessors
18. Country Ambassadors



R. Hase

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ANNEXURE - VI

License Agreement

THIS AGREEMENT made at ----- on this the day of

BETWEEN

Technology Business Incubator having its office at -----hereinafter referred to as "TBI", which expression shall include its executors, administrators or assignees on the first part

AND

..... residing at....., hereinafter referred to as the "MEMBER" which expression shall include its heirs, executors, and administrators on the second part.

WHEREAS the ----- established under with the main objectives;

- to undertake on a time-bound and a mission oriented basis the planning, establishment and management of Technology Incubators in ---- so as to provide the infrastructure and environment required for starting advanced technology business ventures through research, design, development and training activities;
- to encourage local entrepreneur-ship and attract non-residents and companies to set up technology enterprises;
- to undertake a major initiative to assist in setting up of Technology based units in Kerala;
- to accelerate the up-gradation of research and development facilities in Engineering Colleges and other institutions in Kerala to make them capable of carrying out leading edge research in advanced technology;
- to encourage and support production units to carry out continuous research for developing new products and services.

WHEREAS TBI is the absolute owners of the building and attached facilities situated at TBI, Gurukulam Research Park, at Sree Narayana Gurukulam College of Engineering (SNGCE), Kadayiruppu, Kolencherry.

WHEREAS the MEMBER has approached TBI for permitting to use and occupy the fully built up space ad-measuring about sq.ft., Module No. in building with fixtures, fittings, Air-conditioning outlets herein after referred to as the 'Licensed Premises' to the MEMBER for the purpose of incubating incubation-cum-development centre.



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AND WHEREAS the MEMBER has agreed to join the Incubation programme which includes allotment of the the said Licensed Premises, from TBI for a period of **eleven months** starting from to and TBI is agreeable for the same on terms and conditions hereinafter mentioned and mutually agreed upon between TBI and the MEMBER.

NOW THIS LICENSE AGREEMENT WITNESSETH as follows:

1. In consideration of a security deposit of Rs. paid vide receipt No..... dated and in consideration of a monthly service charge and compensation (License fee) of Rs..... payable by the MEMBER to TBI and in consideration of terms and conditions of this Agreement, TBI hereby grants unto the MEMBER, by way of permission to use and occupy the above said Licensed Premises for a period ending for occupation and use by the MEMBER.
2. The duration of the membership in the incubation programme shall be up to The membership can be extended beyond the said period ending only by mutual consent of both the parties herein and on such terms and conditions as may be agreed to at that time by entering into fresh Agreement at that time. Either on termination of the membership as per clause 19 of this license agreement, or MEMBER not opting for extension of membership as provided, or in the event, that no fresh agreement is entered into on or before the expiry of this license agreement, the MEMBER shall vacate and surrender the Licensed Premises and hand over the possession of the Licensed Premises in original condition with reasonable wear and tear to TBI.
3. The security deposit of Rs..... shall not bear any interest and shall be refunded by TBI at the time of MEMBER's handing over possession of the Licensed Premises back to TBI. However, the TBI shall be at liberty to appropriate the said deposit towards any service / maintenance charges or any other charges due to TBI in default, along with interest at 2.25% per month or part thereof.
4. The service charges for membership shall be paid on the 5th day of every month regularly in advance and the MEMBER shall obtain receipt from TBI or their authorized representative without which no plea of payment shall be valid.
 - a) In case the license fee and service charges amount due to TBI exceeds 3 months' payments at any point of time, the MEMBER agrees to the



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unconditional right of the TBI to terminate the membership and evict the MEMBER from the premises. Further, the MEMBER agrees that movable assets of the MEMBER may be attached by TBI as security against payment to be received. The service charge is inclusive of power, water, central air-conditioning from 8 am to 6 pm and maintenance charges that may be due to and payable by the MEMBER in respect of the Licensed Premises earmarked for the usage by them for the purpose to which they are admitted.

- b) In case the above referred charges payable to TBI and / or that payable to the Society or Agency(s) designated by TBI are not paid for more than 3 months, the MEMBER agrees to the unconditional right of TBI to suspend any or all services including utility services to the Licensed Premises until the due amounts are settled in full.
 - c) In case the member defaulted the payment of licence fee, service charges or other charges with surcharges, and in case of any payment effected by the member, the said amount will be adjusted firstly on surcharges outstanding, secondly on service charges and thirdly on license fee in arrears.
5. The MEMBER shall keep the Licensed Premises in good tenantable condition, and attend to all repairs and replacements in time, at their own cost and expense.
 6. The MEMBER shall use the Licensed Premises only for the purpose for which it was allotted and also take care not to store any combustible materials or articles prohibited under law. The MEMBER shall not use the License for any purpose other than the one for which it is now permitted without the previous written consent of TBI.
 7. The MEMBER shall commence operations in the Licensed Premises immediately from the date of this agreement, in default of which TBI shall have the right to terminate the agreement and to enter and take possession of the Licensed Premises and structures therein and MEMBER shall forfeit 25% of the deposit of Rs. paid by the MEMBER to TBI at the time of execution of this membership agreement.
 8. The MEMBER shall not, without the previous written permission of TBI, alter, improve or make structural alterations to the Licensed Premises allotted to the MEMBER and it is not obligatory on the part of TBI to give such permission if in their opinion such alteration / addition / removal is not required to be done. Provided the MEMBER may at their own cost and




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- expense put up any partition or alteration and to have all reasonable facilities to carry out their activities without affecting or damaging the present building and any structure of the building and shall, on the expiry of the terms of agreement in original condition with reasonable wear and tear or earlier determination thereof, dismantle and remove all such partitions, alterations, office facilities etc. At their own cost and expense and shall also have the option to leave behind those items which they do not wish to remove for which TBI shall have to pay no charges.
9. The MEMBER shall not sub let, transfer, assign or enter into any arrangement whatsoever and shall not deal with their membership interests or rights in the Licensed Premises with any person/s or institutions in any manner whatsoever without the previous written permission and consent of the TBI and it shall however, be not obligatory on the part of the TBI to give such permission if, in their opinion, the said act/s of the MEMBER is not agreeable to them. If, in case any such permission is once granted under exceptional circumstances, a separate tripartite agreement will be entered into for a period not exceeding six months. It is specifically understood that any such arrangement/contract entered into by the MEMBER shall be co-terminus with this agreement.
 10. The MEMBER shall be entitled to display the name and/or signboards only in the space specified by TBI in the incubator area.
 11. The MEMBER shall permit TBI and its officials and agents to enter the premises at all reasonable times to inspect the premises and the functions carried out by the MEMBER therein. MEMBER shall, on request from TBI, furnish to TBI the statement of accounts and such other details regarding activities, products and the working results within such time as may be stipulated by TBI during the term of this agreement period giving all the necessary particulars as may be required by TBI.
 12. The MEMBER shall pay all statutory taxes due to Government and other local bodies. The Member shall take adequate measures for the disposal of sewage, industrial waste and any other waste as per norms stipulated by the Pollution Control Board or other statutory bodies or as approved by TBI.
 13. The MEMBER shall insure, and at all times during the continuance of this agreement keep insured all the structures / equipment / fittings that may be erected by the MEMBER on and within the said module(s), against loss or damage by fire, natural calamities, and against third party liability.
 14. The Member shall not cause any disturbance, annoyance, nuisance, damages to TBI or the peaceful functioning of other units in other premises in TBI Campus and will not create any obstructions in the common areas.



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15. MEMBER shall keep the TBI indemnified in the event of loss or damage by fire or natural calamities of the structures / equipment / fittings or part thereof, or from any third party liability arising from such event, or any other accident / event within the incubator area. Further the money realized from the MEMBER's insurance claim shall be specifically utilized by the MEMBER to rebuild and restore the incubator area to their original condition.
16. The MEMBER shall inform TBI of any change in the corporate structure of the MEMBER.
17. TBI shall have full right to control the access to the Licensed Premises and structures therein or any part thereof. MEMBER shall allow persons and vehicles entering and leaving TBI campus to be examined by the staff of TBI or any agency authorized by TBI for the purpose of checking and security measures.
18. The MEMBER shall observe and perform all rules and regulations prescribed under Industrial and Labour Legislation such as Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act or any other statute governing the relationship between employer and employees.
19. The legal possession of the Licensed Premises will always be with TBI and the member has got only a right to use and occupy the said Licensed Premises for the period of agreement.
20. This agreement or any terms and conditions contained in this agreement and words used in this agreement cannot be interpreted or read as a deed of tenancy or agreement of Lease.
21. This agreement can be terminated by giving 90 days written notice of termination by either party to the other. Further, if the MEMBER violates the conditions hereinabove mentioned and such other rules and regulations framed by TBI, TBI shall have every right to terminate the agreement and evict the MEMBER from the demised premises after giving registered notice of three months.
22. Courts in Thiruvananthapuram city alone will have jurisdiction to settle any dispute that may arise between the parties hereto regarding the terms and conditions in this License Agreement.

IN WITNESS WHEREOF:

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Gurukulam-TBI

The said TBI and the said Member have put their respective signatures hereunder the day, month and year above written.

Signature of T: Chief Executive Officer
Technology Business Incubator
Gurukulam Research Park
Sree Narayana Gurukulam College of Engineering
Kadayiruppu, Kolenchery.

WITNESS 1.

Signature of the Member

WITNESS 1.



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ANNEXURE – VI (cond.)

ANNEXURE TO AGREEMENT

- A) TBI will provide the following in the:
- 1) Personal Computers with the following specifications
.....
.....
 - 2) Printer
 - 3) UPS
 - 4) Work station for persons with network cabling
 - 5) dedicated telephone lines and extension lines (call charges to be borne by the Member)
 - 6) Air-conditioning from 8 am to 6 pm
 - 7) Power Supply – both KSEB and Generator (with full fittings & accessories)
 - 8) Daily housekeeping (Cleaning up of the office premises in the morning)
 - 9) Electrical/Air-conditioning maintenance(excluding supply of consumables)
 - 10) Campus & building maintenance
 - 11) Limited Security support from incubator Security
- B) Support will also be available for the following services on normal terms :
- 1) Front office/reception service
 - 2) Library (Membership charges to be paid by the Member)
 - 3) Xerox machine (Usage charges to be paid by the Member)
 - 4) Feature in TBI Company list and TBI website
 - 5) Fall back internet connection in case of emergency
 - 6) Fax machine (Usage charges to be paid by the Member)
 - 7) Car parking in the designated area where parking is permitted
- C) Professional Assistance wherever possible, and not limited to the following:
- 1) Liaison with Government/Statutory authorities whenever required
 - 2) Legal advice/assistance
 - 3) Business planning
 - 4) Financial/Tax planning
 - 5) Marketing of Software Products & Services
 - 6) Access to Venture Capital Funds
- *Any cash outflow in terms of (B) and (C) shall be borne by the MEMBER.*
 - *Central air-conditioning where applicable will be available from 8 am to 6 pm on all working days*



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ANNEXURE VII

CORPORATE CONSULTANCY SERVICES

1. Applying and obtaining name for the Indian Subsidiary Company.
2. Preparation of Memorandum and Articles of Association and other incorporation documents for the company.
3. Incorporating the Indian Subsidiary Company.
4. Applying and obtaining the Software Technology Park (STP) and Export Oriented Unit (EOU) registrations for the company. These require a Project Report and Financial Projections for 5 years to be submitted to the authorities.
5. Applying and obtaining Income-tax registration and Import Export Code (IEC) for the company.
6. Setting up of Bank accounts of the company.
7. Providing employee manuals, contracts etc., for the employees.
8. Completion of the company law formalities and exchange regulation formalities for issue of shares to the parent Company, and filing the required returns with Reserve Bank of India and Registrar of Companies.

Following services are available on a continuous basis, services as under:

1. Pay roll processing
2. Secretarial services including Board Meetings and Minutes, General Body Meetings and Minutes and compliances with Registrar of Companies and Foreign Exchange Authorities periodically by filing necessary returns.
3. Accounting Support.
4. Statutory Audit
5. Tax filings and advises.

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ANNEXURE VII (Cond.)

Indicative service charges**STAGE I**

SI No: ON SETTING UP

	<u>Company Incorporation</u>	<u>Fee Structure</u>
1	Application form Drafting of Memorandum and Articles Preparation of forms / affidavits Filing of documents Appearing for Hearings before ROC, Cochin Obtaining of Incorporation Certificate	Rs 10,000/- (All out of Pocket expenses including statutory fees payable to Registrar of companies and Stamp paper charges , travel and other expenses EXTRA)
2	<u>STPI Registration</u> (Including documentation , Financial projection Presentation of application , agreements ,visit to STPI for follow up , Green card and all related formalities to register the unit as a 100 % EOU)	Rs 2500/- (All out of pocket expenses extra at actual)
	TOTAL FEE FOR STAGE I	Rs 12,500/-

STAGE 2

	<u>Initial Procedures</u>	<u>Fee Proposed</u>
1	Obtaining the IEC Code from the Director General of Foreign Trade , Cochin	Rs 10,000/- (All out of Pocket expenses extra)
2	Complete formalities for Customs Bonding of premises including co-ordination of inspection and obtaining of licence	
3	Completion of Agreement with Customs and Security deposit procedures	
4	Obtaining of Exemption from Excise in respect of domestic purchases of Equipment	
5	Obtaining of Customs duty waiver in case of Capital goods import	
6	Compliance of Initial RBI formalities in respect of foreign direct investment	
7	Applying for Permanent Account Number with Income Tax department	
8	Agreement points with Techno park/ Others	
9	Application for TAN , Income Tax	
10	Formalities in opening EEFC Account for exporters	

Stage 3

1	Sales Tax registration formalities, initiation of process, co-ordination of inspection, Attending personal hearings, Obtaining Sales Tax registration	Rs 2,500/- (All out of Pocket expenses extra)
	TOTAL FEE FOR STAGE 2 & 3	Rs 12,500/-




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ANNEXURE VII (Cond.)

<u>DETAILS OF TERMS OFFERED</u>		<u>RECURRING CONSULTANCY SERVICES</u>
SCHEME - 1	AFTER SETTING UP	ON A MONTHLY BASIS
SI No	Services Covered	<i>Fee proposed per month</i> (Applicable only for the Initial six months)
1	Advisory service on RBI Compliance on Foreign Investment including RBI Correspondence when applicable	<p style="text-align: center;">On a fee agreed upon (Out of Pocket expenses Charged at actuals where applicable)</p>
2	Advisory on Company law formalities including statutory books / share allotment and related process.	
3	Advisory services on Sales Tax formalities.	
4	Employee taxation including calculation of TDS and filing of annual returns Of Company as also employees.	
5	Filing of annual Income tax returns of the Company	
6	Taxation advisory services	
7	Filing of Annual Returns with Registrar of Companies	
8	Filing of Returns under section 206 in respect of TDS	
9	Quarterly and Annual returns of Company with STPI	
10	a. Accounting services including maintenance of various books / accounts and generation of financial statements periodically b. Filing of monthly Sales tax returns and appearing for Sales Tax hearings c. Filing of Statutory forms for exports regularly and handling of STPI Matters	<p style="text-align: center;">On a fee agreed upon (Out of Pocket expenses payable extra with regard to travel& Conveyance)</p>
<u>DETAILS OF TERMS OFFERED</u>		<u>RECURRING CONSULTANCY SERVICES</u>
SCHEME - 2	AFTER SETTING UP	ON A MONTHLY BASIS
SI No	Services Covered	<i>Fee proposed per month</i>
1	All the services required by the Company as outlined in Scheme 1	Professional charges to be billed at Rs 500/- per hour spent for the Company whether at the Office at Technopark or outside Travelling time also factored into billing. No separate charges for out of Pocket expenses under this scheme. (Scheme - 2). Applicable only to Consultancy Services Accounting charges same as mentioned in Scheme No : 1

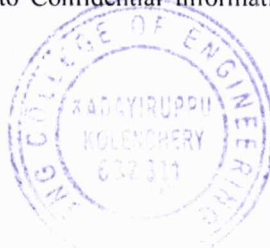



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MUTUAL NONDISCLOSURE AGREEMENT

THIS AGREEMENT is made effective as of the date of last signature below by and between "AAAAA", having its principal place of business at (collectively known as the "**First Party**") and Technology Business Incubator, established by the Sree Narayana Gurukulam College of Engineering under the Gurukulam Research Park, having its office at Sree Narayana Gurukulam College of Engineering Kadayiruppu, Kolenchery-682311 ("**Second Party**") having its principal place of business at Sree Narayana Gurukulam College of Engineering Kadayiruppu, Kolenchery-682311.

1. **Purpose.** The First Party and Second Party wish to explore a business possibility under which each may disclose its Confidential Information to the other.
2. **Definition.** "Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as "proprietary" or "confidential". Confidential Information does not include information, technical data or know-how which (i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or (ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, (iii) is approved for release by the disclosing party, or (iv) is independently developed by the receiving party without the use of any Confidential Information of the other party.
3. **Non-Disclosure of Confidential Information.** The First Party and Second Party each agree not to use the Confidential Information disclosed to it by the other party for its own use or for any purpose except to carry out discussions concerning and the undertaking of any business relationship between the two. Neither will disclose the Confidential Information of the other to third parties or to the first party's employees except employees who are required to have the information in order to carry out the contemplated business. Each has had or will have employees to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will notify the other in writing of the names of the persons who have had access to Confidential Information of the other party. Each




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agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

4. **Return of Materials.** Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.
5. **Intellectual Property Rights.** Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.
6. **Independent Development.** Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's confidential information.
7. **Term.** This Agreement may be terminated at all times with a 30 days prior written notice, *provided however*, that the confidentiality obligations herein shall terminate five (5) years following the date of disclosure.
8. **Miscellaneous.** This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of India
9. **Remedies.** Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business,



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and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunction relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

10. **Notices.** All notices hereunder shall be sent to either party at the address and to the contact person specified below, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

“FIRST PARTY”
“AAAAA”

Signature _____

Date: _____

Name: _____

Title: _____

“SECOND PARTY”

Signature _____

Date: _____

Name: _____

Title: _____



R. Hase

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