ASPIRE

Livelihood Business Incubators

ANNEXURES AND FORMS

## ANNEXURE-I

 **APPLICATION FOR LBI PROFROMA FOR SUBMISSION OF PROPOSAL**

1. **Executive Summary**
2. **Endorsement from HEAD of Institution/Agency hosting the LBI (**see Annexure- IA)

## Name of the LBI:

Address, Phone, Fax:

## Name of Host / Promoting Institution/Agency/Organisation

Address, Phone, Mobile, E-mail:

## Name, Designation & contact details of the LBI Head: -

Address, Phone, Mobile, E-mail:

## LBI Information-General:

* 1. Legal Status of LBI (enclose certificate of registration)
	2. Establishment date & summary of registered Objectives
	3. List of Governing Body / Board of Directors
	4. Is the LBI head full time (w/o any other responsibility) and what powers are given for autonomy of LBI?
	5. Thrust Areas of Incubation
	6. Name of the Government Dept. / Ministry which is the sponsor
	7. Date of last Annual General Meeting (attach the minutes of meeting)
	8. Enclose Annual Audited statement & IT returns for last 3 years

## Partner Institution’s preparedness to host LBI:

* 1. Experience and Expertise of the LBI Coordinator from Institution identified for the setting up of LBI. (Attach a brief CV/bio-data, a person with domain expertise and having conceptual understanding and deep interest for innovation and entrepreneurship would be preferred to steer the LBI till it gets operationalized and thereafter would be an active interface between H.I. and LBI).
	2. Details of patents granted, if any (Last 5 Years).
	3. Awards & Recognition (Last 5 years): Details of Recognitions & Awards (having significant importance) won. Indicate separately for Faculty and Student community.
	4. Any other notable activities in innovation and entrepreneurship:
		+ Indicate details of product development /commercialization by faculty/students,
		+ Details of the faculty with entrepreneurship orientation
		+ Details of having organized relevant entrepreneurship development programmes (courses, workshops, seminars, competitions, lectures etc.) in the institute.

## FEASIBILITY OF LBI:

Details on the institution‟s strength and preparedness in hosting LBI:

* Strength of the Institute in hosting LBI
* Overall business environment of the location and ecosystem in the region
* Assessment of entrepreneurial needs
* Sources of tapping new incubate entrepreneurs
* Financial model of the Incubator for operational sustainability of the LBI after 2/3 yrs as the MoMSME support is available for first two years and subject to be extended by one more year with due approval.

## How much built up area (in sq. ft.) will be made available for LBI? (Enclosed layout plan).

|  |  |  |
| --- | --- | --- |
| **S.No** | **Descripti** | **Space Proposed (sq** |
| 1 | Dedicated Incubation Space |  |
| 2 | Conference Room |  |
| 3 | Meeting Room(s) |  |
| 4 | Office Space |  |
|  | **Total** |  |

1. **Proposed Strategy & activity for agro / rural enterprise development:**

Details on the institution‟s strength and preparedness in hosting LBI:

* Strength of the Organisation for carrying out the activity
* Overall business environment of the location and ecosystem in the region
* Assessment of entrepreneurial needs
* Sources of tapping new incubate entrepreneurs
* Financial model of the Incubator for operational sustainability after 2/3 yrs as the MoMSME support is available for first two years and subject to be extended by one more year with due approval

## Year-wise work plan for five years (a separate time linked activity chart to be provided along with the detailed work plan).

1. **Target milestones (should be projected based on most likely attainable targets).**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Outcome | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| 1. No. of entrepreneurs to be admitted for incubation
2. No. of entrepreneurs to be graduated from the incubator
3. No. of new products/ technologies to be developed/ innovations to be commercialized
4. No. of startup service / startup enabling / other firms to be incubated (many would be startup themselves)
5. No. of college connect & related trainings to be conducted
6. No. of conferences / seminars /workshops to be organised
7. Other notable services to be provided [No. added every year to the existing]
 |  |  |  |  |  |  |

1. **Budget**

**Non – recurring (add rows)**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Item of Expenditure** | **Amount (Rs.****in lakh)** |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | TOTAL |  |
| B | **RECURRING** | **1st year** | **2nd****year** | **3rd****year** | **4th****year** | **5th****year** | **Total** |
| 1 | Manpower |  |  |  |  |  |  |
| 2 | Travel |  |  |  |  |  |  |
| 3 | Utility &Maintenance |  |  |  |  |  |  |
| 4 | Marketingpromotion & publicity |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 5 | Network &Training Programmes |  |  |  |  |  |  |
| 6 | Miscellaneous &Contingencies |  |  |  |  |  |  |
|  | TOTAL |  |  |  |  |  |  |

\* Budget break-up of manpower and training programmes to be given on a separate sheet

## Revenue Generation Projections for Sustainability of LBI

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No.** | **Means of Revenue Generation** | **Ist Year** | **IInd Year** | **IIIrd Year** | **IVth Year** | **Vth Year** | **Total** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |

Name & Signature of the Name & Signature of the Head of the Institution/Agency LBI Co-coordinator

Date:

Place:

Annexure-IA

## ENDORSEMENT FROM THE HEAD OF INSTITUTION/AGENCY HOSTING

**THE LBI (on letter head)**

1. We have gone through and agree to abide by the terms and conditions of the grant scheme for LBI.
2. We have not submitted, nor do we intend to submit this, or a similar project proposal, to any other agency for financial or other support. In case we get the support, we will keep MoMSME informed.
3. We undertake that a full time dedicated Incubation Manager will be appointed to head the LBI and further appoint necessary full time support staff for the LBI. We also undertake that the LBI will be given functional autonomy and financial powers.
4. We undertake to provide sq.ft. dedicated space to the LBI, in the campus and that such space would be provided for a minimum period of 5 years and extendable if so desired by MoMSME.
5. Certified that the hardware, other basic facilities and such other administrative support required for successful running of LBI will be extended to the LBI by Host Institute, as per terms and conditions of the grant.
6. We undertake to submit progress reports, statement(s) of accounts, utilization certificates, etc. as required.
7. Certified that Shri/Smt.......................... will be the LBI Co-coordinator of the proposed LBI. The LBI Coordinator will assume the responsibility of implementation of the project.
8. Our institution/agency assures to undertake the complete financial and other management responsibilities of the LBI, and successful running of LBI beyond 2/3 years of MoMSME‟s financial support.
9. If any of the above statements found to be incorrect by MoMSME at any point of time, the organization takes the responsibility to refund the entire amount released by MoMSME.

Date............ Name, Signature & Seal of the

Place............ Head of LBI

ANNEXURE-IB

## PROFORMA FOR SETTING UP OF LBI UNDER PPP MODE WITH DESIGNATED INSTITUTION/AGENCY OF GOI/STATE GOVT.

1. **Particulars of Applicant Organisation:**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of organisation | Constitutio n | Year of Establishment | Complete Address | Telephon e / Fax | E-mail |
|  |  |  |  |  |  |

1. **Particulars of Directors/ Partners/ Trustees/ Proprietor**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Name** | **Address** | **Telephon e/ Mobile** | **E-mail** | **Age** | **Qualifi cation** | **Exper ience** |
|  |  |  |  |  |  |  |

**3. Name of authorized signatory:**........................................................

(One from Para 2 above)

## Address for correspondence:

…………………………………………………………………….................................

…………………………………………………………………….................................

## Nature of Activity of Applicant Organization:

(Please attach brief profile) ……………………………………………………

………………………………………………………………………………………………

## Name & address of proposed LBI:

(i) Complete **Address**:……………………………………………………………

……………………………………………………………….

## Infrastructure available:

(a) Covered Area (in Sq.ft.).....................................

(b) Open Area (in Sq.ft.)……………………………...

(c) Total Area (in Sq.ft.)…………………..................

(Please attach layout plan / building plan of the premises)

* 1. **Whether the premises are:** Owned/ Rented

Validity of rent agreement upto …………..…………………………..

(In case of rented premises, minimum validity of rent agreement should be three years).

## List of Training Modules Proposed:

(Please attach separate list, if required)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No** | **Cod e** | **Training Module** | **Course Duration** | **Propose d Course fee****(In Rs.)** | **Batch size** |
| **Months** | **Total Hours** |
|  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |

## List of Machinery/ Equipments proposed to be placed in the LBI

|  |  |  |  |
| --- | --- | --- | --- |
| # | Details of Machines/ Equipments | Application of Machines/ Equipments | Tentative cost of Machines/ Equipments (InRupees) |
|  |  |  |  |
|  |  |  |  |

(If required separate sheet may be attached)

## Declaration:

I do hereby declare that the above information is correct to the best of my knowledge. In case there is any material change in respect of information in any of the above column, I shall be solely responsible for the same.

It is also declared that we have sufficient arrangement of fund for Infrastructure & Manpower and agreed to follow Terms & conditions of scheme.

## List of enclosures:

* Passport size photographs of all Directors/ Partners/ Trustees/ Proprietor.
* Copy of registration of the organization with the concerned authority/ Partnership
* Copy of Board Resolution in case of Pvt./Public Ltd. Co., Power of Attorney in case of partnership firm & Governing Body Resolution in case of Society authorizing the signatories to sign and to deal with Host designated Institutions in respect of setting up & running of LBIs on PPP basis.
* Deed/ Memorandum & Articles of Association/ Bye Laws & Charter of Society.
* Brief profile of the organization along with past experience in the areas of work done.
* Layout plan of the built up / proposed infrastructure for setting up of proposed LBIs on PPP basis.
* Audited/Provisional financial statements of the organization for the last two years.

## Signature of Authorized Person

**With official stamp**

**Place:…………… Date :……………..**

**ANNEXURE-II**

**APPLICATION FOR EXISTING TBI**

**PROFROMA FOR SUBMISSION OF PROPOSAL**

1. **Executive Summary**
2. **Endorsement from HEAD of TBI (**see Annexure-IIA)

## Name of the TBI:

Address, Phone, Fax:

## Name of Host / Promoting Organisation

Address, Phone, Mobile, E-mail:

## Name, Designation & contact details of the TBI Head: -

Address, Phone, Mobile, E-mail:

## TBI Information-General:

* 1. Legal Status of TBI (enclose certificate of registration)
	2. Establishment date & summary of registered Objectives
	3. List of Governing Body / Board of Directors
	4. Is the TBI head full time (w/o any other responsibility) and what powers are given for autonomy of TBI?
	5. Thrust Areas of Incubation
	6. Name of the Government Dept. / Ministry which is the sponsor
	7. Date of last Annual General Meeting (attach the minutes of meeting)
	8. Enclose Annual Audited statement & IT returns for last 3 years

## Track record of TBI:

1. Expertise of the TBI Team – brief profiles, functional expertise and contributions to Incubation of all key staff members of TBI.
2. Incubation infrastructure currently available (enclose separate sheets with details):

|  |  |  |
| --- | --- | --- |
| **S.No** | **Descripti** | **Space (sq ft.)** |
| 1 | Dedicated Incubation Space |  |
| 2 | Conference / meeting / common |  |
| 3 | Dedicated common lab facilities |  |
| 4 | Office Space |  |
|  | Total |  |

1. Incubation of startups – information of past 3 years

|  |  |  |  |
| --- | --- | --- | --- |
| Description | 2012-13 | 2013-14 | 2014 – 15 |
| Number of companies Incubated |  |  |  |
| Number of Companies graduated |  |  |  |
| Number of Entrepreneurs who approached for incubation |  |  |  |
| Number of startups who raisedexternal funding (debt / equity / grants) |  |  |  |

1. Incubation related activities carried out in last 3 years

|  |  |  |  |
| --- | --- | --- | --- |
| Description | 2012-13 | 2013-14 | 2014 – 15 |
| Number of awareness camps, EDP, etc. conducted |  |  |  |
| Number of workshops / programmesfor incubate companies |  |  |  |
| Number of external programmeswhere Incubator has participated |  |  |  |

Indicate the efforts that the Incubator has made in the following:

* + Selection process for incubation
	+ Facilitating the fund raising for startups
	+ Business & other services provided to startups
	+ Participation of startups in exhibitions / events etc.
	+ Linkages with the State Government / agencies / Industry associations etc. in the region
	+ Post incubation support to graduate companies
1. Notable achievements of incubatee and graduate companies (brief details of past 3 years):
	* Awards / recognition received
	* Companies having registered high growth, marquee clients etc.
	* Details of external financing raised by the companies

## Proposed Strategy & activity for agro / rural enterprise development:

Details on the institution‟s strength and preparedness in hosting TBI:

* Strength of the Organisation for carrying out the activity
* Overall business environment of the location and ecosystem in the region
* Assessment of entrepreneurial needs
* Sources of tapping new incubate entrepreneurs
* Financial model of the Incubator for operational sustainability after 2/3 yrs as the MoMSME support is available for first two years and subject to be extended by one more year with due approval

## Year-wise work plan for five years (a separate time linked activity chart to be provided along with the detailed work plan).

1. **Target milestones (should be projected based on most likely attainable targets).**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Outcome | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| 1. No. of entrepreneurs to be admitted for incubation
2. No. of entrepreneurs to be graduated from the incubator
3. No. of new products/ technologies to be developed/ innovations to be commercialized
4. No. of startup service / startup enabling / other firms to be incubated (many would be startup themselves)
5. No. of college connect & related trainings to be conducted
6. No. of conferences / seminars /workshops to be organised
7. Other notable services to be provided [No. added every year to the existing]
 |  |  |  |  |  |  |

1. **Budget**

**Non – recurring (add rows)**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Item of Expenditure** | **Amount (Rs.****in lakh)** |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | TOTAL |  |
| B | **RECURRING** | **1st year** | **2nd****year** | **3rd****year** | **4th****year** | **5th****year** | **Total** |
| 1 | Manpower |  |  |  |  |  |  |
| 2 | Travel |  |  |  |  |  |  |
| 3 | Utility &Maintenance |  |  |  |  |  |  |
| 4 | Marketing promotion &publicity |  |  |  |  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 5 | Network &Training Programmes |  |  |  |  |  |  |
| 6 | Miscellaneous &Contingencies |  |  |  |  |  |  |
|  | TOTAL |  |  |  |  |  |  |

\* Budget break-up of manpower and training programmes to be given on a separate sheet

## Revenue Generation Projections for Sustainability of TBI

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No.** | **Means of Revenue Generation** | **Ist Year** | **IInd Year** | **IIIrd Year** | **IVth Year** | **Vth Year** | **Total** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |

Name & Signature of the Name & Signature of the Head of the Institution/Agency TBI Co-coordinator

Date:

Place:

Annexure-IIA

## ENDORSEMENT FROM THE HEAD OF TBI (on letter head)

1. We have gone through and agree to abide by the terms and conditions of the grant scheme for TBI.
2. We have not submitted, nor do we intend to submit this, or a similar project proposal, to any other agency for financial or other support. In case we get the support, we will keep MoMSME informed.
3. We undertake that a full time dedicated staff will be assigned for this programme and further provide all such resources to carry out this programme successfully.
4. We undertake to submit progress reports, statement(s) of accounts, utilization certificates, etc. as required.
5. Our organisation assures to undertake the complete financial and other management responsibilities for successful running of programme beyond 2/3 years of MoMSME‟s financial support.
6. If any of the above statements found to be incorrect by MoMSME at any point of time, the organization takes the responsibility to refund the entire amount released by MoMSME.

Date............ Name, Signature & Seal of the

Place............ Head of TBI

## ANNEXURE-IIB

**APPLICATION FOR NEW TBI-ACADEMIC INSTITUTION/R&D INSTITUTION/OTHER INSTITUTION**

**TECHNOLOGY BUSINESS INCUBATOR PROFROMA FOR SUBMISSION OF PROPOSAL**

1. **Executive Summary**
2. **Endorsement from Host / Promoting Institution (**see Annexure-IIC)

## Name of the Institution/Organisation:

Address, Phone, Fax:

## Name & Designation of Head of Organisation:

Address, Phone, Mobile, E-mail:

## Name, Designation & contact details of the TBI Co-coordinator: -

Address, Phone, Mobile, E-mail:

## Host Organisation Information-General:

* 1. **ACADEMIC INSTITUTION/R&D INSTITUTION:**
		1. Number of academic departments with associated faculties
		2. Total student strength (separately for UG/PG/Doctorate courses)
		3. Total number of teaching and research faculty with PhD qualification.
		4. Centres of Excellence / Special Cells established

## OTHER INSTITUTION:

* + 1. Legal Status of the organization (enclose certificate of registration) & whether a National or International organisation
		2. Establishment date & summary of registered Objectives
		3. List of Governing Body / Board of Directors
		4. Areas of activity
		5. Major Regular Donors (if any)
		6. List of organizations with which formal MoU‟s / linkages exist
		7. Date of last Annual General Meeting (attach the minutes of meeting)
		8. Enclose Annual Audited statement & IT returns for last 3 years

##  Partner Institution’s preparedness to host TBI:

1. Experience and Expertise of the TBI Coordinator from Institution identified for the setting up of TBI. (Attach a brief CV/bio-data, a person with domain expertise and having conceptual understanding and deep interest for innovation and entrepreneurship would be preferred to steer the TBI till it gets operationalized and thereafter would be an active interface between H.I. and TBI).
2. R&D and industrial consultancy track record: List R&D and industrial consultancy undertaken, if any, in the previous three years as per the table given below.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Name of Project | Sponsoring Agency | Amount Sanctionedin Rs. | Amount released inRs. | Duration | Outcome |
|  |  |  |  |  |  |
|  |  |  |  |  |  |

1. Details of patents granted, if any (Last 5 Years):
2. Awards & Recognition (Last 5 years): Details of Recognitions & Awards (having significant importance) won. Indicate separately for Faculty and Student community.
3. Any other notable activities in innovation and entrepreneurship:
	* Indicate details of product development /commercialization by faculty/students,
	* Faculty with entrepreneurship orientation
	* Organization of relevant entrepreneurship development programmes (courses, workshops, seminars, competitions, lectures etc.) in the institute

## FEASIBILITY OF TBI:

Details on the institution‟s strength and preparedness in hosting TBI:

* Strength of the Institute in hosting TBI
* Overall business environment of the location and ecosystem in the region
* Assessment of entrepreneurial needs
* Sources of tapping new incubate entrepreneurs
* Financial model of the Incubator for operational sustainability of the TBI after 2/3 yrs as the MoMSME support is available for first two years and subject to be extended by one more year with due approval.

## How much built up area (in sq. ft.) will be made available for TBI? (Enclosed layout plan).

|  |  |  |
| --- | --- | --- |
| **S.No** | **Descripti** | **Space Proposed (sq** |
| 1 | Dedicated Incubation Space |  |
| 2 | Conference Room |  |
| 3 | Meeting Room(s) |  |
| 4 | Office Space |  |
|  | **Total** |  |

1. **Year-wise work plan for five years (a separate time linked activity chart to be provided along with the detailed work plan).**
2. **Target milestones (should be projected based on most likely attainable targets).**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Outcom e | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total |
| 1. No. of entrepreneurs to be admitted for incubation
2. No. of entrepreneurs to be graduated from the incubator
3. No. of new products/ technologies to be developed/ innovations to be commercialized
4. No. of startup service / startup enabling / other firms to be incubated (many would be startup themselves)
5. No. of college connect & related trainings to be conducted
6. No. of conferences / seminars /workshops to be organised
7. Other notable services to be provided [No. added every year to the existing]
 |  |  |  |  |  |  |

1. **Budget**

**Non – recurring (add rows)**

|  |  |  |  |
| --- | --- | --- | --- |
| **S.No** | **Item of Expenditure** | **Amount (Rs. in lakh)** |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | TOTAL |  |
| B | **RECURRING** | **1st year** | **2nd****year** | **3rd****year** | **4th****year** | **5th****year** | **Total** |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| 1 | Manpower |  |  |  |  |  |  |
| 2 | Travel |  |  |  |  |  |  |
| 3 | Utility &Maintenance |  |  |  |  |  |  |
| 4 | Marketing promotion &publicity |  |  |  |  |  |  |
| 5 | Network & TrainingProgrammes |  |  |  |  |  |  |
| 6 | Miscellaneous &Contingencies |  |  |  |  |  |  |
|  | TOTAL |  |  |  |  |  |  |

\* Budget break-up of manpower and training programmes to be given on a separate sheet

## Revenue Generation Projections for Sustainability of TBI

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Sl.No.** | **Means of Revenue****Generation** | **Ist****Year** | **IInd****Year** | **IIIrd****Year** | **IVth****Year** | **Vth****Year** | **Total** |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |
|  | **Total** |  |  |  |  |  |  |

Name & Signature of the Name & Signature of the Head of the Institution/Agency TBI Co-coordinator

Date:

Place:

Annexure-IIC

## ENDORSEMENT FROM THE HEAD OF HOST/PARTNER / PROMOTING

**INSTITUTION (on letter head)**

1. We have gone through and agree to abide by the terms and conditions of the grant scheme for TBI.
2. We have not submitted, nor do we intend to submit this, or a similar project proposal, to any other agency for financial or other support. In case we get the support, we will keep MoMSME informed.
3. We undertake that we will register the TBI as a Registered Society / Section 8 company as per the guidelines, within 3 months if selected as a TBI under the scheme.
4. We undertake that a full time dedicated Incubation Manager will be appointed to head the TBI and further appoint necessary full time support staff for the TBI. We also undertake that the TBI will be given functional autonomy and financial powers.
5. We undertake to provide sq.ft. dedicated space to the TBI, in the campus and that such space would be provided for a minimum period of 5 years and extendable if so desired by MoMSME.
6. Certified that the hardware, other basic facilities and such other administrative support required for successful running of TBI will be extended to the TBI by Host Institute, as per terms and conditions of the grant.
7. We undertake to submit progress reports, statement(s) of accounts, utilization certificates, etc. as required.
8. Certified that Shri/Smt.......................... will be the TBI Co-coordinator of the proposed TBI. The TBI Coordinator will assume the responsibility of implementation of the project.
9. Our institution/agency assures to undertake the complete financial and other management responsibilities of the TBI, and successful running of TBI beyond 2/3 years of MoMSME‟s financial support.
10. If any of the above statements found to be incorrect by MoMSME at any point of time, the organization takes the responsibility to refund the entire amount released by MoMSME.

Date............ Name, Signature & Seal of the

Place............ Head of Institution/Agency

ANNEXURE-III

## PROFORMA FOR SEED CAPITAL FUND AGREEMENT

This agreement made this day of Two thousand

at by and between

 , registered under the

 , and having its registered office at

 and hereinafter referred to as the

„Institution‟ (which expression shall unless excluded by or repugnant to the subject or context thereof be deemed to include its successors and assigns) of the FIRST PART.

## AND

 , having its Office at

and represented by

 hereinafter referred to as the „Sponsor‟ (which expression shall unless excluded by or repugnant to the subject or context be deemed to include its successors and assigns) of the SECOND PART.

WHEREAS the Sponsor has approved the scheme

„ ‟ for providing financial assistance as seed capital fund for start-ups in the Institution as a growth oriented initiative between the Sponsor and the Institution. The scheme is to make available early stage financial assistance as seed capital fund for start-up units located at the Institute for further development and pre-commercialization of technologies, more particularly described in the Memorandum of Intent under Schedule-I hereto (hereinafter referred to as “the Scheme”).

AND WHEREAS the Sponsor has specifically agreed to sanction financial assistance of Rs.100 lakh (Rupees one hundred lakh only) by way of grant assistance for this purpose to the Institution.

NOW THEREFORE, in consideration of the promises and mutual covenants hereinafter contained, the parties, hereto, agree as follows:

## ARTICLE – 1 TERMS OF GRANT

* 1. **AMOUNT AND TERMS OF GRANT**

The Sponsor agrees to sanction the grant assistance to the Institution and the Institution agrees to receive the grant assistance not exceeding Rs. 100 lakh

(Rupees one hundred lakh) only (hereinafter referred to as “the grant assistance”) over a period of three year, on the terms and conditions contained herein.

The grant assistance may be paid by the Sponsor in three installments against the following milestones:

* + 1. At the time of signing the agreement and submitting a list and profiles of at least three in-house incubatees who are targeted to be benefitted by the assistance towards Seed Capital Fund – Rs. 40 lakh as first installment.
		2. After the Institution has utilized Rs 30 lakhs of the grant of first installment towards implementation of the Scheme, submission of Utilisation certificate and recommendation of Local Screening-cum-Expert Committee – Rs. 30 lakh as second installment.
		3. After the Institution has utilized Rs 60 lakhs of the grant of second installment towards implementations of the Scheme submission of Utilisation certificate and recommendation of Local Screening-cum-Expert Committee – Rs. 30 lakh as second installment.

## MODE OF DISBURSEMENT

The grant assistance will be disbursed by the Sponsor in three installments or as may be decided by the Sponsor. All disbursements shall be made by cheque(s)/authorization(s) and the collection/remittance charges will be borne by the Institution.

## ARTICLE – II CONDITIONS FOR IMPLEMENTATION

* 1. The grant assistance from the Sponsor to the Institution is specifically meant for providing early stage financial support to start-up units incubated by the Institution. The financial assistance by the Institution to start-up units would cater to early stage support for technologies requiring up-scaling and related work.
	2. Concerted efforts would be made by the Institution to publicize the availability of the seed capital assistance, spot the deserving cases and bring them under the umbrella support. The Institution shall constitute a Local Screening-cum-Expert Committee duly approved by the sponsor to evaluate and consider the prospective cases with due diligence.
	3. The Institution would enter into a proper agreement with the start-up units before providing financial support. The agreement would cover, *inter alia,* areas of support, specific terms of disbursement, mode of fund disbursement

(single/phased manner), applicable financial instruments etc. The upper ceiling of financial assistance (soft loan, interest free loan, equity participation, grant, etc.) to be disbursed to a start-up unit would be 50% of the cost of project or Rs. 20 lakhs whichever is less for the entire project. The disbursement would be linked to benchmarks/ milestones.

* 1. The financial assistance by the Sponsor would also facilitate the Institution to build up an Incubation Fund out of the inflows over a period of five years. The inflows would be ploughed back to support the next round of start-ups.
	2. The Institution will not utilize the grant assistance to create any facility for its own or to meet its own administrative or other expenditure. It will not divert the grant for any other purpose.
	3. The Institution shall not entrust the implementation of the Scheme to another institution or person. In case the Institution itself is not in a position to execute or complete the Scheme, it shall be required to return forthwith to the Sponsor the unutilized amount of the grant assistance received by it.
	4. The Scheme will become operative with effect from the date on which the financial sanction is issued by the Sponsor in favor of the Institution.
	5. The Scheme shall be completed in a phased manner within the time frame of three years as set out from the date of first disbursement of the grant assistance.
	6. The Sponsor reserves the right to terminate the grant assistance at any stage if it is convinced that the grant assistance has not been properly utilized or appropriate progress has not been made.
	7. The grant assistance shall also be subject to such additional conditions and direction as may be stipulated / issued by the Sponsor from time to time.
	8. The grant assistance shall be utilized for the industry sector as laid down by the sponsor.

## ARTICLE – III

**EXECUTIVE / MANAGEMENT COMMITTEE**

* 1. The Incubator Manager would be responsible for its proper management under the directions and control of the Local Screening-cum-Expert Committee (LSEC).
	2. The institution shall constitute a Local Screening-cum-Expert Committee (LSEC) of at least 5 members including two members from the Institution, two external experts from the domain of R&D, technology development and commercialization, entrepreneurship, incubation, Angel Fund/Venture Capital Fund and Financial Institutions including banks etc. approved by the SSC and one successful entrepreneur of the region. The head of the TBI would be the Member Secretary.
	3. The LSEC consisting of relevant experts shall evaluate and consider the prospective cases with due diligence. The selection of the project and applicant and disbursement would be made by the LSEC. It will formulate a need based and flexible disbursement and repayment policies and procedures.
	4. The LSEC shall be responsible to bring in appropriate financial instruments/ mechanisms (soft loan, interest free loan, equity participation, grant, etc.) for building up the Incubation Fund out of the inflows so as to enable the Institution to sustain its requirements on the operational side. The inflows would be ploughed back to support next round of start-ups.
	5. The LSEC shall monitor the implementation of the Scheme and for this purpose, shall have free access to the premises of the assisted unit and the Institution.
	6. The Institution and the assisted unit(s) shall make available to the members of the LSEC all information and records.
	7. The decision of the LSEC regarding successful completion or failure of the assisted unit shall be final and binding on the Institution / assisted unit.
	8. The Institution shall submit to the Sponsor, six-monthly report, assisted unit- wise, indicating the objectives, work performed, results obtained, estimate of technical feasibility, funds allocated and expenditure incurred out of the assistance obtained from the Sponsor, which would be submitted with the recommendations of the LSEC. In addition, the Institution shall submit a report whenever called upon by the Sponsor.
	9. The Sponsor shall submit the report, to the Advisory Committee of the Scheme, which would examine the same and advise suitable steps to be taken.
	10. The Institution shall also submit a final report to the Sponsor at the end of the Scheme.
	11. The Sponsor shall have the right to stop further disbursements, if in the opinion of the Sponsor the Scheme is either unsuccessful or the results are unsatisfactory and are not likely to lead to fruition of the Scheme.
	12. Following the review and assessment in terms of the agreement, if the activities funded are foreclosed or not carried forward, the unutilized grants, released by the Sponsor under clause 1.1 (a), (b) and (c), to the credit of the Institution shall be immediately refunded to the Sponsor. In the event of any default in the refund of the unutilized funds, the Institution shall pay the Sponsor an interest, but not by way of a penalty, at the rate of ten percent per annum.

## ARTICLE –IV WARRANTIES

1. Except to the extent already disclosed in writing by the Institution to the Sponsor, the Institution shall be deemed to have assured, confirmed, undertaken as follows:
	1. Any expenditure incurred prior to the issue of the sanction shall not be admissible against this grant assistance.
	2. The Institution shall open a separate Bank Account for the grant assistance received as Seed Capital Fund from the Sponsor. The Institution will also submit audited statement of accounts after utilization of the grant assistance or whenever called for by the Sponsor.
	3. The Institution shall submit to the Sponsor a utilization certificate immediately at the end of each financial year in the prescribed format at Schedule

– II.

* 1. Any unspent balance out of the sanctioned grant assistance, shall be surrendered to the Sponsor. However, depending on the progress of the Scheme, unspent funds may be carried forward to the next financial year with the specific prior approval of the Sponsor.
	2. The Institution shall refund to the Sponsor any remaining unutilized grant assistance on completion of the Scheme. In the event of any default in the refund of the amount, the Institution shall pay the Sponsor, an interest, but not by way of a penalty, at the rate of ten percent per annum.
	3. The manpower that may be employed by the Institution or by the assisted unit are not to be treated as employees of the Sponsor and the employment of such staff at the time of completion or termination of the Scheme will not be the concern/responsibility of the Sponsor.
	4. The Comptroller and Auditor General of India, at his discretion, shall have the right of access to the books and accounts of the Institution for the amount of grant assistance received from the Sponsor.

## ARTICLE – V

**STANDARD CONDITIONS APPLICABLE DURING CURRENCY OF THE GRANT ASSISTANCE**

* 1. **CHANGES IN THE SCHEME**

The Institution shall –

## OVERRUN IN THE ORIGINAL ESTIMATE OF COST

Promptly notify to the Sponsor of any proposed change in the nature or scope of the Scheme and of any event and/or condition, which might materially and adversely affect or delay completion of the Scheme or result in substantial overrun in the original estimate of cost. Any proposed change in the nature or scope of the Scheme shall not be implemented or funds committed therefore without the prior approval of the Sponsor.

## DELAY IN COMPLETING THE PROGRAMME

Promptly notify the Sponsor of the circumstances and conditions that are likely to disable the Institution from implementing the Scheme or which are likely to delay its completion or compel the Institution to abandon the same.

* 1. **FINANCING OF THE SCHEME SPECIAL BANK ACCOUNT** The Institution shall –
		1. Keep the drawals from the grant assistance in a special bank account in the name of the Institution with a scheduled bank, the payments from which account shall be subject to verification by any person authorized in this behalf by the Sponsor. The Institution shall also obtain and furnish a letter from the said bank foregoing its right of set off or lien in respect of such account.
		2. Not transfer the grant assistance or any portion thereof from the said special account for being kept in call or any deposit in any bank without obtaining the prior approval of the Sponsor.

## GENERAL COVENANTS

The Institution shall-

## LOSS OR DAMAGE BY UNCOVERED RISKS

Promptly notify the Sponsor of any loss or damage which the Institution may suffer due to any event(s) of force majeure circumstances which are beyond the reasonable control of the Institution and/or act of God, such as earthquake, flood, tempest of typhoon, etc, against which the Institution may not have insured its properties.

## ANNUAL ACCOUNTS

Submit its duly audited annual accounts within six months from the close of its accounting year. In case statutory audit (if required) is not likely to be completed during this period, the Institution shall get its accounts audited by an independent firm of Chartered Accountants and furnish the same to the Sponsor.

## ARTICLE – VI

**CANCELLATION, SUSPENSION AND TERMINATION**

* 1. **CANCELLATION BY NOTICE TO THE SPONSOR**

The Institution may, be notice in writing to the Sponsor, cancel the grant assistance or any part thereof, which the Institution has not availed prior to the giving of such notices.

## SUSPENSION

Further access by the Institution to the use of the grant assistance may be suspended or terminated by the Sponsor in the following cases: -

## NON-COMPLIANCE OF TERMS AND CONDITIONS

Upon failure by the Institution to carry out all or any of the conditions of grant assistance or on the happening of any event of default referred to in Article-V hereof.

## EXTRA-ORDINARY SITUATION

If any extra-ordinary situation makes it improbable that the Institution would be able to perform its obligations under the conditions.

## CHANGE IN THE INSTITUTION SET-UP

If any change in the Institution‟s set-up has taken place which, in the opinion of the Sponsor (which shall be final and binding on the Institution), would adversely affect the conduct of the business or the financial position or the efficiency of the Institution‟s management or personnel or the execution of the Scheme.

## SUSPENSION TO CONTINUE TILL DEFAULT REMEDIED

The right of the Institution to avail of the grant assistance shall continue to be suspended until the Sponsor has notified the Institution that the right to avail has been restored.

## TERMINATION

If any of the events described above as also in Clause 3.11 Article – III hereof has been continuing or if the Institution has not availed of the grant assistance under this Agreement then in such event, the Sponsor may, by notice in writing to the Institution, terminate the facility to the Institution to make withdrawals. Upon such notice, the un-availed portion of the grant assistance shall stand cancelled, and the Institution shall immediately refund to the Sponsor the unutilized portion of the grant assistance received from the Sponsor.

## ARTICLE – VII ARBITRATION AND JURISDICTION

* 1. If any dispute or difference arises between the Parties hereto as to the construction, interpretation, effect and implication of any provision of this the Agreement including the rights or liabilities or any claim or demand of any Party against other or in regard to any matter under these presents but excluding any matters, decisions or determination of which is expressly provided for in this

Agreement, such disputes or differences shall be referred to the sole arbitration of the Scheme Steering Committee or that of his nominee and the decision of such arbitrator shall be conclusive and binding on the Parties hereto. A reference to the arbitration under this Clause shall be deemed to be submission within the meaning of the Arbitration And Conciliation Act, 1996 and the rules framed there under and any statutory modifications thereof for the time being in force, which shall be deemed to apply to the arbitration proceedings under this Clause.

* 1. **(a)** The venue of the arbitration shall be at Delhi.
		1. The Parties hereby agree to consent to the extension of time for making the award by the Sole Arbitrator, if the sole arbitrator so requires.
		2. Each Party shall bear and pay its own cost of the arbitration proceedings unless the arbitrator otherwise decides in the award.
		3. The provision of this Clause shall not be frustrated, abrogated or become in operative, notwithstanding this Agreement expires or ceases to exist or is terminated or revoked or declared unlawful.
	2. The courts at Delhi shall have exclusive jurisdiction in all matters concerning this Agreement, including any matter arising out of the arbitration proceedings or any award made therein. The Indian Laws including Indian Laws on Contract shall be applicable.

## SERVICE OF NOTICE

**ARTICLE – VIII MISCELLANEOUS**

Any notice or request to be given or made to the Sponsor or the Institution shall be in writing. Such notice or request shall be deemed to have been given or made when it is delivered by hand or dispatched by telegram and/or Registered mail to the party to which it is required to be given or made at such party‟s designated address.

## HEADINGS

The headings of various Articles and Sections herein are inserted for convenience of reference and are not deemed to affect the construction of the relative provisions.

## SCHEDULES

The schedules annexed to this agreement shall form part of this agreement.

## MODIFICATIONS TO THE AGREEMENT

The Agreement can be modified through mutual written consent of both the parties to this Agreement.

IN WITNESS WHEREOF the parties hereto have signed this agreement and to a duplicate hereof on the day, month and year first herein above written.

Signature:

( )

( )

Ministry of MSME, Govt. of India

 TBI

In the presence of witnesses: -

1.

2.