

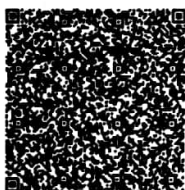


सत्यमेव जयते

INDIA NON JUDICIAL Government of Jharkhand

e-Stamp

Certificate No.	: IN-JH17960462265488R
Certificate Issued Date	: 19-Jun-2019 11:53 AM
Account Reference	: SHCIL (FI)/ jhshcil01/ RANCHI/ JH-RNC
Unique Doc. Reference	: SUBIN-JHJHSHCIL0123730876330505R
Purchased by	: ATALBIHARIVAJPAYEE INNOVATIONLAB
Description of Document	: Article 43 Note of Memorandum
Property Description	: MOU
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ATAL BIHARI VAJPAYEE INNOVATION LAB
Second Party	: NA
Stamp Duty Paid By	: ATAL BIHARI VAJPAYEE INNOVATION LAB
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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This agreement is entered on 19-Jun-2019 at Ranchi, Jharkhand,

Between

Atal Bihari Vajpayee Innovation Lab (ABVIL), an SPV under Department of IT & e-Gov., Govt. of Jharkhand, at registered Address: DIC campus, Ratu Road, Ranchi 834001, Jharkhand termed herein as "Authority" (1st party)

And

BIT Sindri , an Institute/ University having its Head office at Sindri, Dhanbad, Jharkhand,- 828123 termed herein as "Institute" (2nd party).

BIT sindri wishes to establish Innovation & Incubation Center in Jharkhand at Address: BIT Sindri, Sindri, Dhanbad, Jharkhand,- 828123

SR 0001235725

Statutory Alert:

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2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

ABVIL would facilitate BIT Sindri to obtain necessary permissions/ registrations/ approvals/ clearances etc. applicable from the concerned departments of the State, as per the existing Jharkhand Startup Policy 2016 its amendments/ addendums and Jharkhand Common Incentive Disbursement Guidelines of the State Government.

A. General

- a) This Agreement is made to facilitate BIT Sindri for the establishment of the aforesaid project in Jharkhand in a time bound manner.
- b) This Agreement shall be non-financial agreement and shall not be binding monetarily in any form, to the parties signing this agreement.
- c) This agreement indicates the intention of the Institute/ University in brief about the proposed industry and the possible facilitation to be extended by ABVIL and shall remain valid only for a maximum period of 12 (twelve) months from the date of entering into this Agreement.
- d) A detailed proposal with information on the project including DPR with the site selected, resources required for the unit, availability of land, water, power, environmental clearances etc., possible sources of funds, industry connects and association, utilities, manpower requirement, infrastructural details, time frame for implementation, has been presented by Registrar. in front of ABVIL.
- e) This agreement will automatically expire after one year from the date of signing of agreement if the second stage of agreement is not signed with the ABVIL. No separate notice will be required to be issued for this.

B. Infrastructure to be provided to the incubatees by the institute

- a) "Innovation & Incubation Center" herein referred to as incubation centre or vice-versa will be established in Jharkhand, for the incubation of Startups/ Entrepreneurs termed as "incubatee(s)".
- b) The incubation center shall be having at least 2,000 sq. ft. of dedicated built-up space with a minimum lease period of 15 years for academic/ R&D institutions.
- c) The academic institute will provide incubatee startups and innovators with separate well-appointed co-working office space as per the requirements of incubatees. Innovation & Incubation Center by established by the institute will provide the facilities to the incubatee(s) such as:
 - Internet & basic Information Technology (IT) facilities: Unlimited, 24x7x365, Wi-Fi, LAN connectivity with desktop computers, common printing/ scanning facilities and others.
 - Auditoriums: Access to auditoriums available across the institute campus for incubatees.
 - Conference halls: Access to conference halls of different sizes, from 10-seater to 20-seater.
 - Laboratories: Access to all laboratories across the specialized departments.
 - Multimedia Research Centre: If available, access to the UGC-funded electronic multimedia research centre (EMMRC) in the institute campus for producing industry-grade audio-visual content.
 - Sports Complex: Incubatees shall have full access to the institute's Sports Complex and Gymnasium for leisure.
 - Any other specialized department that the institute might have on request of incubatee.
 - Access to all other institute departments and initiatives on request of incubatee.

C. Incubatees/ startups to be incubated at Innovation & Incubation Center

- a) New entrepreneurs/ startups and/or State Evaluation Board (SEB) certified startups to be nurtured by the **Innovation & Incubation Center**.
- b) The incubatees may be students/ alumni of the institute not necessarily domicile of Jharkhand. But, Startup/ a unit of Startup so formed by the incubatee must be registered in Jharkhand for its operations.
- c) Fiscal and non-fiscal incentives as per Jharkhand Startup Policy 2016 shall be available to the institute on fulfilling the terms and conditions as applicable under Jharkhand Startup Policy 2016 & its amendments/ addendums, and Jharkhand Common Incentive Disbursement Guidelines.
- d) The incubatees shall be eligible for the incentives as available in Jharkhand Startup Policy 2016 on fulfillment of the terms and conditions as applicable under Jharkhand Startup Policy 2016 & its amendments/ addendums, and Jharkhand Common Incentive Disbursement Guidelines.

D. Number of mentors for Mentorship support to the Incubatees

- a) The institute will take all efforts and initiatives to provide end-to-end mentorship and support to the incubatees.
- b) An in-house mentor referred as a "nodal officer", under the oversight of 'Dean/ Professor/ Lectures - Startup Support' (a position to be created) shall always be readily available for incubatees for mentorship and support.
- c) These mentors may include the Vice Chancellor, Director, Deans of the respective faculties, and Professors of the concerned departments, Assistant Professors of the concerned department, Heads of Accounts/ Investments and their respective teams.
- d) Training of Trainers: State Government Departments and professionals from across the industry spectrum will be asked to provide basic consultancy and hands-on problem solving to the academic persons involved in the incubation/ startups at no-cost to incubatees.
- e) The mentors shall also be available for extensive arrangements with specific incubatees as deemed appropriate by incubatees and mentors in exchange for a fee.
- f) To facilitate a mentor board, the institute would reach out to alumni of other institute, top leadership and sector experts in State/ Central Government.
- g) Besides the in-house mentorship team and the mentor board, the incubation centre shall invite external subject experts regularly to interact with incubatees and provide hands-on support and mentorship in domains spread across the industry spectrum.
- h) Efforts shall be made to by the institute to reach out to startup experts, experts from State Government departments, subject matter experts and management gurus from across the world, preferably from India and inviting them to spend some time with incubatees and address their issues.

E. Support provided by ABVIL to the Institute and Innovation & Incubation Center

- a) The institute shall be supported by the State Government as applicable in Jharkhand State Government policies or other notification(s)/ order(s) issued from time to time.
- b) Personal(s) from ABVIL may be deployed full/ Part time on need basis and Innovation & Incubation Center may be treated as an ABVIL extension centre for facilitating Startups/ Entrepreneurs at select locations only..
- c) Mentorship support and knowledge sharing session will be provided by ABVIL team from time to time.
- d) ABVIL will collaborate with established Innovation & Incubation Center for future events/ roadshows to be organized which are related to entrepreneurship/ Startups by the State Department.
- e) As per clause 2.2.2 of Jharkhand Startup Policy 2016, the institute may be provided with a fiscal support on fulfillment of terms and conditions as given therein.
- f) A quarterly review may be done by the committee (to be formed later on mutual terms & conditions) on the performance and progress of so formed Industry Academia Incubation centre by the Institute.
- g) Atal Bihari Vajpayee Incubation Lab (ABVIL) will extend continuous support as and when required by the Innovation & Incubation Center at its discretion.

F. Miscellaneous

- a) The validity and interpretation of this agreement shall be governed by the High Court of Jharkhand. If any dispute arises out of this agreement between the parties, then the Parties shall resolve that dispute by negotiations in good faith. If the dispute cannot be resolved within sixty (60) days of commencement of negotiations, then the same will be referred to arbitration. The arbitration tribunal shall comprise of three arbitrators, one to be appointed by each party and the third arbitrator to be appointed by the two arbitrators so appointed. Such arbitration shall be governed by "The Arbitration and Conciliation (Amendment) Act, 2015". The arbitration proceedings shall be in English language. The venue of arbitration shall be Ranchi, Jharkhand. The arbitral award shall be final and binding upon the parties, and each party agrees to bear its own costs of arbitration and to equally share the fees of the arbitration tribunal, unless the arbitration tribunal decides otherwise.
- b) This agreement is subjected to usual force majeure clause. Institute shall not be liable for penalty for any delay in establishment of Innovation & Incubation Center due to any reason beyond its control or because of any natural calamity like flood, earthquake etc., and other reasons covered under usual force majeure clause.
- c) This Agreement may only be amended or modified by a written agreement signed by the representatives of each party. The parties may disclose certain confidential information to the other in relation to any future proposal made under this agreement.
- d) Each party therefore agrees that the contents of this agreement and the negotiations in relation to any future proposal remain strictly confidential and each party hereby undertakes not to disclose the same to any third party, save for its professional advisers, without the prior written consent of the other party except where such disclosure is required by law (including, without limitation, under applicable freedom of information legislation).

- e) Should there be a dispute relating to any aspect of academic cooperation the Secretary, DoIT & e-Gov., Government of Jharkhand, his/her nominee and Director of the Institute, his/ her nominee will jointly resolve the dispute in a spirit of independence, mutual respect, and shared responsibility.

IN WITNESS WHEREOF THE Parties have executed this MoU on the day and year mentioned below:

For and on behalf of

Atal Bihari Vajpayee Innovation Lab (ABVIL),
Government of Jharkhand


(Authorised Signatory)

Name: Mr. UMESH PRASAD SAH

Designation: CEO, ABVIL Ranchi

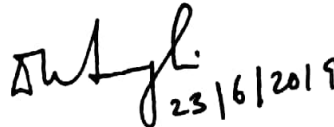
Contact No.: 9431120105

Email: upsah@yahoo.com

Address: ABVIL, DIC campus, Ratu Road, Ranchi 834001

For and on behalf of

BIT Sindri, Dhanbad


(Authorised Signatory)

Name: Prof. D.K. SINGH

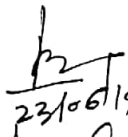
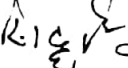
Designation: DIRECTOR

Contact No.: 9431445854

Email: director@bitsindri.ac.in

Address: B.I.T Sindri, P.O. Sindri Institute, Dhanbad
828123, Jharkhand

WITNESS:

-  Under Secretary
23/6/19 DoIT Ranchi
-  Joint Director
STPI - Ranchi

WITNESS:

- DR. PRAKASH KUMAR — 
(PI, INCUBATION CENTRE, BIT SINDRI) 23-6-19
-  Shrip Kumar, Dean (IPSA)
IIT(ISM) Dhanbad
23/6/19