**SPACE LICENSING AND TECHNICAL SYNERGY AGREEMENT FOR UTILISATION OF SERVICES BY TBIU at UIET, PU**

**AGREEMENT**

This agreement of Licensing Space and Technical Synergy is made effective from \_\_\_\_\_ day of \_\_\_\_\_ \_\_\_\_\_\_\_\_, 20

BETWEEN

**UNIVERSITY INSTITUTE OF ENGINEERING TECHNOLOGIES, PANJAB UNIVERSITY** through its Director (hereinafter referred to as the “**Licensor** ” whichexpression unless repugnant and/or contrary to the context and/or meaning thereof shall include its successors, representatives, assignees etc.) OF THE **FIRST PART**;

A N D

**M/s. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** a company incorporated under the Companies Act, 1956 / 2013 having its Registered Office at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_through its Chief Executive Officer/

Founding Director (hereinafter referred to as the `**Licensee**’ which expression unless repugnant and/or contrary to the meaning thereof shall include its successor, representatives, assignees etc.) OF THE **OTHER PART**;

AND WHEREAS the **Licensor** is a statutory body and is engaged in imparting higher technical / professional education of international standards as part of Panjab University as its parent organisation, and is also carrying out research and development in different fields of science & engineering.

AND WHEREAS the **Licensee** has the vision to grow and emerge as a lead player in area of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

AND WHEREAS both the parties have expressed their desire to work together and it has been agreed that the **Licensor** will permit the **Licensee** to implement the establishment of proof of concept of engineering / technology based application / product / process at UIET with a view to:

1. Promoting interaction with, and resourcing technology / expertise from Faculty members and Research Scholars and Laboratory infrastructure in the various departments and centres of the Institute.
2. Incubating knowledge driven business ideas into viable commercial products or services.
3. **Terms for Licensing Space at TBIU :**

AND WHEREAS the **Licensor** has agreed to allow the **Licensee** a limited use of a part of its premises consisting of an area of \_\_\_\_\_\_ sq. ft. (Lab. No.\_\_\_) at UIET for implementation of the innovative project as part of the Business Plan on the terms and conditions stipulated in this agreement.

Now therefore this agreement of license witnesseth as follows and it is mutually agreed by and between the parties that they shall abide by the terms and conditions set out hereunder:

1. This agreement is valid initially for a period of 6 months from Effective Date.

This agreement shall not be construed to having conferred any right / title / interest to the **Licensee** in respect of the premises used and the licensee would be entitled only for the use of the space for carrying out the specific activities of research & development incidental to engineering business incubation.

1. In consideration of the above, the Licensee shall pay to the Licensor as under: Consideration

The consideration payable by Licensee to the Licensor for the use of the Premises during the tenure of this license agreement will be as follows:

1. Category 2 and 3 residents will pay license fee as decided by the TBIU Board. For the residents of Category 1, 100% concession will be given for the first six months from the Effective Date (i.e. **from \_\_\_\_\_\_\_\_\_\_ to** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_**) or as decided by TBIU Chariman. Thus the consideration shall be Rs. NIL per square foot (i.e. aggregating to Rs. NIL/- for \_\_\_\_\_ sq.ft.) per month for Category I resident members of TBIU. From sixth month onwards from the Effective Date, residents of all categories will pay same fees.
2. In addition, a maintenance charge @ 30% of this consideration for space utilisation shall be payable by all Licensees towards shared facilities / specialised services.
3. To keep the allotted office and shared workplace in good condition and guard against damages beyond normal wear and tear the Licensee agrees to restore the workspace as per the allotted condition, in case of any anomaly.
4. On or before the 5th of the first month of each quarter of a year, the Licensor shall deliver to the Licensee an invoice for the consideration in respect of that quarter; and the Licensee shall pay such consideration within five days of the receipt of the invoice or on the 10th day of such first month (whichever is later).
5. During the tenure of this license, either party can terminate the license agreement by giving one months’ notice in writing to the other party. However, the Board may decide if relaxation of this period was desirable due to specific justifications.
6. **The parties further agree to the following: -**

**The Licensee agrees, warrants and undertakes to do as follows:**

1. To pay the quarterly license fee as stated aforesaid within the agreed time and in the manner, if any, specified in writing by the **Licensor** and to settle payment of complete consideration before vacating the premises on expiry or termination of this agreement.
2. Subject to the **Licensor**’s agreement regarding general external building repairs excluding internal services and maintenance, to keep the space taken on license clean and usable and to undertake any minor repairs and return the premises to the **Licensor** on the expiry or earlier termination of the license in a suitable condition.
3. To use the premises taken on license exclusively and solely for the purposes of Research & Development only (and not for any other purpose whatsoever) in accordance with the provisions of technical synergy available at UIET and PU.
4. Not to sublet, alienate, or part with possession with respect to the said premises.
5. Not to misuse the said premises for any commercial venture except for realising the proof-of-concept of the technology based venture business plan submitted to the Licensor
6. To promptly pay all water and electricity charges mutually agreed upon in respect of the said premises pertaining to the period of the licenses as per the demands made/bills raised by the concerned authorities;
7. Upon the expiry or earlier termination of the license, to peacefully vacate and surrender possession of the premises taken on license, to the **Licensor**.
8. Not to make any structural additions/changes/alterations in the said laboratory or to the building or its structure without the prior written approval of the **Licensor**. No alternations / additions against the sanctioned plans / byelaws would be permitted by the **Licensor**.

**LICENSOR hereby CONVENANTS with the LICENSEE and agrees as follows.**

1. That the **Licensor** is the sole and absolute owner in possession of the said premises and has the absolute, and unrestricted right and power to permit the use of the said premises to the **Licensee** and there is no mortgage or other charge or encumbrance over the said premises and the **Licensor** is empowered under its statutes to deal with its property in such manner as it may deem fit for advancing the objects of the Institute.
2. That on paying the licence fee as stated above and hereby reserved and performing and observing the terms and covenants herein contained and on its part to be performed, the **Licensee** may peacefully use and enjoy the said premises during the duration of the license without any interference from the **Licensor**.
3. That at its own cost and expense Licensor will keep all common and surrounding areas, and all electrical, water and sanitary installation etc. therein, in good repair and tenantable condition and periodically replace any fixtures, fittings or appliances belonging to the **Licensor** (relating to overhead water tanks, fittings in toilets, water pipes, sewer pipes and such other items) as may have become old or unfit for use.
4. **The Licensor agrees, warrants and undertakes to do the following at cost and expense.**
5. Provide electrical power, water and internet connectivity in the office cabin and shared workspace
6. Allow the **Licensee** to use part of the roof of the building(s) to enable installation of phone links, data, satellite and other communication equipment, and to allow the removal of the same at the end of the license period; (for installation of non-communication related equipment, the **Licensee** will seek **Licensor**’s permission in writing for the same).
7. Allow the **Licensee** to park cars in Institute’s parking areas as per the traffic rules and guidelines of the **Licensor**.
8. **PROVIDED ALWAYS and it is hereby AGREED between the parties as follows:**

1. On the expiry or earlier termination of the license, the Licensee will have the option and be entitled at the time of stopping the use of the said space/handing over the vacant possession to remove from the said space all such improvements and fittings, fixtures, appliances etc. belonging to the Licensee without any objections or claims from the Licensor subject to the condition that the said space/building is not damaged/tampered with and is restored in its original position, normal wear and tear excepted.
2. If upon the termination of the license deed for any reason whatsoever the Licensee fails to stop the use / hand over vacant possession of the premises to the Licensor, the Licensee would be liable to pay liquidated damages for the illegal and unauthorized use of the said premises @ Rs. 5000/- per day. The Licensor would also be at liberty to take appropriate legal action including action under the Public Premises Act for any remedy / action against the Licensee.
3. The Licensor shall keep the premises being taken on license and the shared fixtures, fittings and appliances in good condition.
	1. **Terms for Technical Synergy to Utilise Space at TBIU :**

While remaining as an incubatee within the institute, **----------** will endeavour to work closely with the institute to provide inputs for reinforcing its research and development efforts. **----------** desires to rely on the faculty, graduate, post graduate and research students of UIET to provide the best insights as to where the technologies are headed, which ones are most likely to emerge as front runners and how best to implement projects or solutions around them. Each incubatee will be assigned a faculty in charge of their choice and need for

technical advise. If an incubatee has no specific priority, the Board of Governors of TBIU will assign such faculty who will provide technical synergy for success of the objectives of the incubatee. In turn, the incubatee will abide by the following terms :

1. Incubatee will use the premises in the institute only for research and development purpose (which term shall include the development and writing of software and systems by ---------- for sale or licensing by it to third parties).
2. Incubatee will make use of the Institute laboratories, specialized equipment, central facilities, faculty and student time etc. in established modes of (i) services, (ii) consultancy (ii) technology transfer and (iv) contract research and co-development, as jointly identified and implemented by UIET experts and institute faculty members, and administered as per Guidelines for Utilisation of Resources and Knowledgebase at UIET.
3. Incubatee will induct one faculty (to be nominated by UIET in consultation with ----------) on its’ Board as mentor/ consultant as per PU guidelines.
4. Incubatee will prepare an annual report highlighting these interactions and the progress as per the Business Plan (along with audited accounts), and make it available to UIET by the end of every financial year for record / review / monitoring.
5. Incubatee will submit quarterly audited financial report of all the accounts operated by the company.
6. As a statement of faith on the value of the R&D partnership with UIET, Incubatee will issue equity shares to UIET (free of any cash consideration) with a buyback guarantee option, within a month of the commencement of incubation. In case of established companies, like SMEs the share of UIET will be determined on case to case basis as per the Consultancy Agreement and “Guidelines for Utilization of Resources and Knowledgebase at UIET”. The equity shares representing a mutually decided % of the authorized capital without requiring UIET to make any payment for such shares. The % equity may vary depending upon the stage at which the StartUp joins TBIU as an incubate.

In the event of any disputes, claim, legal case or difference between the parties, the first stage to resolve will rest with the Vice Chancellor of Panjab University. In the event of no solution therein, only Chandigarh Courts/Tribunals/Authorities will have the jurisdiction to entertain and try the same. The jurisdiction of all other courts is specifically barred.

**IN WITNESS WHEREOF**, the parties hereto have executed this Memorandum ofUnderstanding in triplicate hereof on the day and year written above in the manner shown below

SIGNED and DELIVERED for and on behalf of

**UNIVERSITY INSTITUTE OF ENGINEERING TECHNOLOGY, PANJAB UNIVERSITY , CHANDIGARH**,

**Licensor** aforesaid, by

**-------------------- (Name)**

***DIRECTOR, UIET***

SIGNED and DELIVERED for and on behalf of

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Licensee** aforesaid, by

**------------------------------ (Name) /**

Chief Executive Officer of the Company/ Start-up/ Resident Applicant/Incubatee

**In the present of witnesses:**

1.

2.