

കേരളം കേരल KERALA

BW 413881

Memorandum of Understanding

This Memorandum of Understanding (the "MOU") is made on this the 15th day of November, 2018, at Trivandrum

BETWEEN:

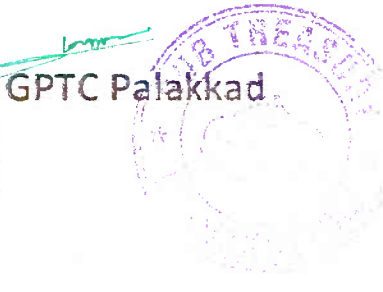
Technopark Technology Business Incubator (Kerala Startup Mission), a society registered under the Travancore Cochin Literary, Scientific and Charitable Society Act of 1955, having its Registered office at, Technopark Campus, Kariyavattom, Thiruvananthapuram 695-581, Kerala popularly known as Kerala Startup Mission represented by its Chief Executive Officer Dr. Saji Gopinath (Hereinafter called KSUM) which expression shall include its successors and assigns) of the **FIRST PART**

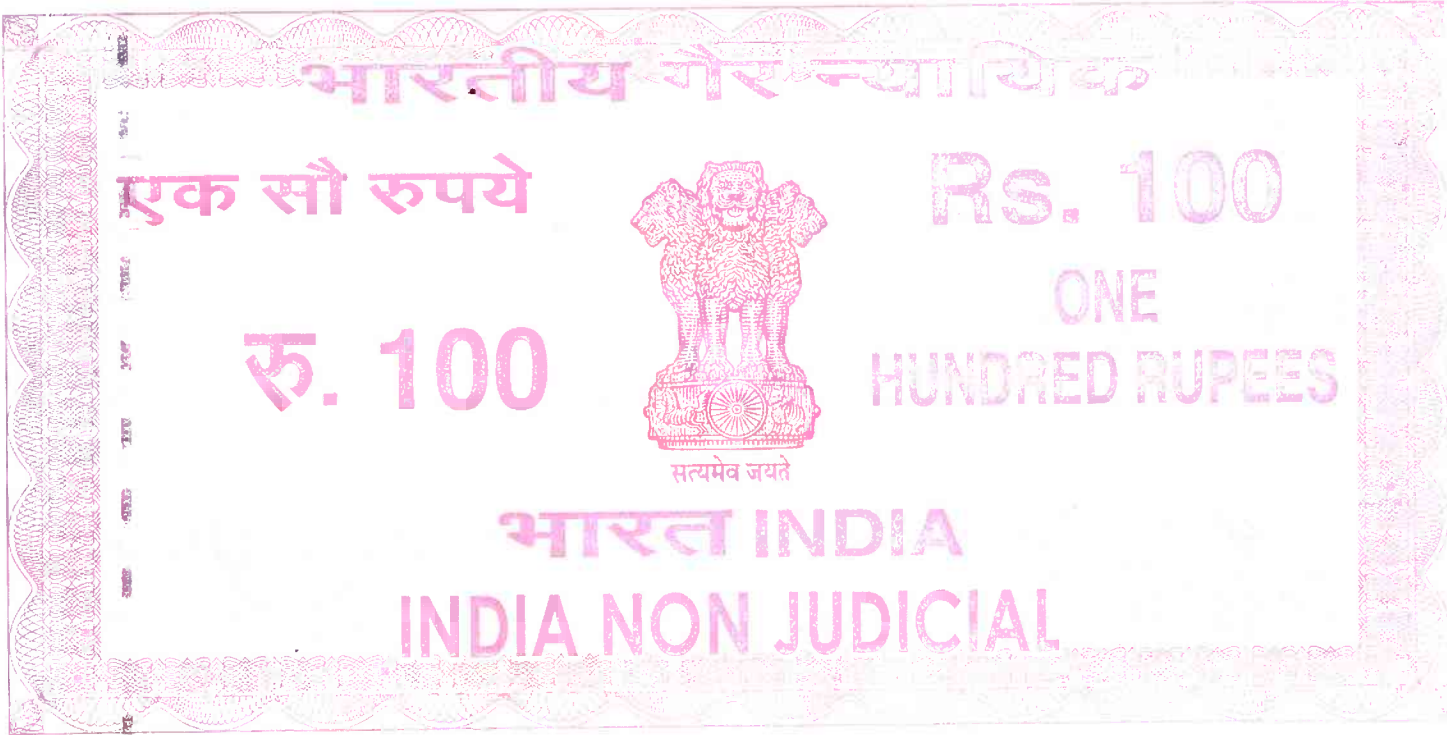
AND

Govt Polytechnic College, Palakkad was established under the Directorate of Technical Education, Govt. of Kerala, with noble vision of empowering the people by offering good quality technical education and having its Administrative Office at "Principal, Govt. Polytechnic College Palakkad, Kodumbu village, Palakkad taluk, 678551" (hereinafter referred as "GPTC"), which expression wherever the context means and requires will include its successors in interest and permitted assigns, represented by its Principal CHANDRAKUMAR. M of the **SECOND PART**

Handwritten notes in pink and blue ink on the left margin:
15/11/18
Prasad
RC 10379761M
EJ
26/11/18
Saji G

Handwritten signatures and stamps:
Saji G
KSUM 3521
Kerala Startup Mission
15-11-18
m 100 -
Circular stamp: KERALA STARTUP MISSION (K.S.M.) TRIVANANDRUM PIN - 695 581





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In this MOA, KSUM and GPTC, Palakkad shall be collectively referred to as the "Parties" and individually as a "Party" as the context may require.

WHERE AS

KSUM, as the nodal agency for promotion of startup ecosystem in Kerala is managing and supporting several incubators for supporting the development of technology based entrepreneurship among the youth and intends to associate with other technical agencies involved in education, training and entrepreneurship activities to expand its operation

AND

WHERE AS

Government Polytechnic College (GPTC) Palakkad is the leading technical institution in Palakkad and is involved in development of high quality technical manpower through various education programs and GPTC intends to foster a culture of innovation and entrepreneurship among its students, alumni and other stakeholders by providing a structured incubation program as well as access to modern Fab facilities and other resources

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GPTC Palakkad



NOW THAT both Parties decide to get into an MOU with the following objectives and conditions

1. To set up an incubator in GPTC Palakkad for promoting innovation and entrepreneurship among its students, alumni and other stakeholders in the region, with a view to support and handhold development of several technology based startups from the region
2. To set up a Fab lab for enabling new manufacturing methodologie like 3D printing, laser cutting, mechatronics etc. and provide access to the Fab lab and other machining facilities available in GPTC to startups working in the incubator
3. To develop incubator and Fab lab jointly with KSUM and develop the same as a self sustaining entity within a maximum period of three years
4. To conduct several evangelisation programs to foster the culture of innovation and entrepreneurship among students, alumni and other stakeholders of GPTC
5. To associate with industry bodies, professionals and other supporting entities to help the startups incubated in GPTC premises to develop themselves as sustainable enterprises
6. To get involved all such activities that complement the activities of GPTC and help in promoting startup culture in the region

1. Obligation of GPTC, PALAKKAD

The *Government of Kerala, in its Kerala Startup Policy 2017, has recommended setting up of Technology Business Incubators to create sufficient area for incubation of startups. As per the Policy Government has issued orders in G.O (Rt) No. 285/2017/IITD dated 12.11.2017 for implementing the scheme for establishment of space for supporting incubators.* In furtherance of this, the GPTC, PALAKKAD has approached KSUM for supporting to set up an incubator with special focus on Futuristic Technologies at the space available with them having an area of 5000 square feet in the college campus having Survey Nos. 574/1,571/1,2,4,6,9,10, Kodumbu Village, Palakkad District, as per the sketch provided in Annexure-1 of this agreement

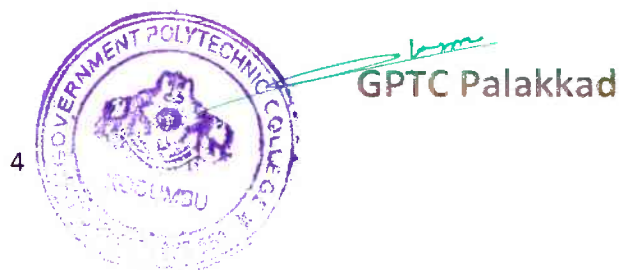
The GPTC, Palakkad has undertaken the following: -

1. 5000 square feet space will be provided by GPTC, Palakkad exclusively for setting up the incubator with capital assistance with KSUM and Mini Fablab with equipments. GPTC, Palakkad will provide the space and KSUM will furnish the space and setup necessary machines and equipment.



 GPTC Palakkad

2. GPTC, Palakkad should work with KSUM to promote the Mission and Vision of the proposed Incubator and generate outcomes as projected.
3. KSUM will make necessary arrangements for running the incubator for a maximum period of three years, for which GPTC Palakkad to provide space at free of rent and utilities. The incubator will provide space for professional startups including NRI's and 20% of the space will be reserved for student startups. After three years, GPTC shall give an undertaking for managing the incubator further for a minimum period of 5 years. Towards this GPTC, shall appoint at least one full time sufficiently qualified personnel for managing the incubator once it is handed over to GPTC after three years of its commencement by KSUM
4. GPTC Palakkad shall provide separate access to the incubator and also provide necessary security support to ensure hassle free operations of the incubator and fab lab for at least 14 hours a day.
5. GPTC Palakkad will extend the mentorship, technology guidance and connects for the startup incubates in their domain fields.
6. GPTC will provide access to all its laboratories, machining facilities and technical manpower to the incubate companies from time to time as per its convenience. GPTC may fix necessary fee for providing such professional supporting such facilities/service
7. The GPTC, Palakkad will make necessary arrangements to support the operations of the incubator in effective manner
8. GPTC will allow KSUM to collect licence fee for the incubation services. KSUM will provide incubation services to students of GPTC at nil or subsidised cost
9. GPTC will also provide space for conducting seminars, conferences, meetups etc. in its premises subject to availability, free of cost to KSUM for promotion of incubator. The admission to such events will be free for GPTC students and faculty
10. GPTC will ensure proper supply of utility services including power backups to ensure uninterrupted working of the incubator
11. GPTC shall ensure the smooth and proper flow of operations between the Incubator/Fablab and other academic facilities. The labs may be opened to public and shall encourage the faculties for incentive based services.
12. GPTC will nominate a nodal officer for managing the incubator as well as to ensure proper co-ordination of the activities among various departments to make the facilities available to startups incubated in the incubator. GPTC will try to



ensure that the faculty nominated as nodal officer will continue to remain in charge at least for a period of five years.

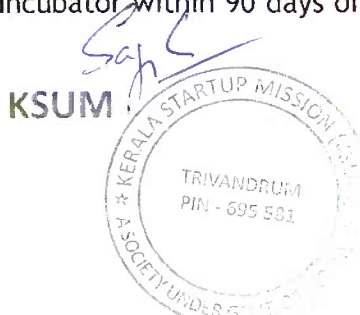
Obligations of the KSUM.

1. To set up the infrastructure facilities for the incubator and Fablab with equipments, for which KSUM will bear the cost. The operations of the Incubator and Fablab facilities will also be managed by KSUM for the first three years.
2. KSUM will be furnishing the Incubator space and setup the Fablab facilities including equipments. KSUM shall initiate the work after obtaining formal approval from authorities and will have the freedom to make necessary changes in the project plan and estimate upon formal approvals. During the course of furnishing work, the Officials of KSUM or other person or persons authorised by KSUM will be allowed to inspect or review the premises allocated for the incubator and fab lab
3. During the initial three years of operation of incubator, KSUM will appoint necessary personnel for managing the incubator and Fab Lab at its own cost. Any capital additions during this time also will be borne by KSUM. These expenses will however be deducted from the total revenue of the incubator for calculation of revenue share
4. The Fablab set up in the facility will be open to both professionals, local innovators, entrepreneurs and students. The Fablab facility will run fabrication projects and other training courses to students on periodic basis.
5. The operations of the incubator and fablab will be fully managed by KSUM and the incubator will be accessible to students, faculties, professionals and startups for at least 14 hours a day.
6. The incubator will maintain a regular roster of startups which is accessible to GPTC, Palakkad for inspection at any time during the first 3 years of operation

Financials

The revenue generated through incubator and fablab, after deducting all operating expenses, will be shared between KSUM & GPTC, Palakkad in 60% and 40% respectively during the first three years. Once GPTC undertakes the management of incubator after three years, the revenue sharing pattern for the subsequent years will be decided on mutual understanding between KSUM & GPTC.

The audited statement of expenses will be submitted by the agencies managing the incubator within 90 days of completion of the financial year and revenue share due, if



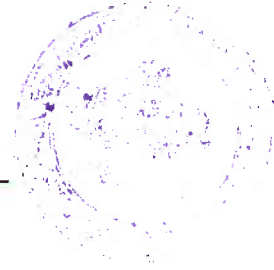
GPTC Palakkad

any will be transferred to the other part within 150 days of completion of financial year. This will be done for a maximum period of 8 years.

IN WITNESS WHEREOF the parties have signed and delivered this Agreement on the day, month and year first above mentioned in the presence of the witnesses.



Dr. Saji Gopinath
Chief Executive Officer
Kerala Startup Mission (KSUM)
Trivandrum, Kerala



Shri. Chandrakumar M
Principal
Government Poly-Technic College
Palakkad, Kerala

Witness 1

Witness 2

M. Pradeep
IFDC Nodal Officer
GPTC, Palakkad

KSUM

GPTC Palakkad