

## **Innovation Entrepreneurship & Start-up ecosystem**

### **(I-DAPT HUB Foundation, IIT(BHU) Varanasi)**

IDAPT-HUB Foundation is a Section 8 company which comprises of Technology incubation centre to nurture the ideas and innovations emerging from the scientific, technological and knowledge capital, to generate commercially viable and socially impactful Products/Processes/Services to contribute to the economic development and social well-being of the Region and the Country.

This will be achieved by building the necessary infrastructure for creation and translation of technology to market readiness, by supporting adoption of technology by existing ventures and creation of start-up ventures. Creation of networks between academia, industry, government, service sector, and financial institutions will play a vital role in nurturing the entrepreneurial ecosystem.

**Highlights: The proposals received till 15 June, 2021 will be reviewed.**

### **Incubation Support by I DAPT HUB Foundation**

#### **Physical infrastructure:**

- Furnished Office Space
- Shared resources: Meeting rooms, Conference rooms, Library
- Office productivity equipment: Photocopier, Scanner, Projector, video audio conferencing facilities etc.
- Lab: Access to state-of-art Labs with Advanced Equipments and software tools, Facilitation for access to IIT (BHU) Labs.

#### **Utility:**

- Electricity
- Internet

#### **IT Support:**

#### **Advisory and Coaching**

- Mentoring
- Trainings and workshops
- Free advisory from Experts- legal, CA, IP, fund raising etc.

#### **Network:**

- Facilitation for business, professionals and expert network
- Facilitation for investors network
- Facilitation for industry connection
- Showcasing opportunities
- IIT (BHU) Varanasi network of alumni and experts

**Periodic Assessment:**

IDAPT-HUB Foundation will periodically evaluate the performance of its early-stage and expansion-stage startups. Incubatee companies will submit information to incubator in a prescribed format. They will also be subject to an annual assessment by a committee comprising of external experts if necessary.

**Other Common Resources:**The Data Centre - central computing/simulation facilities for five identified domains (Power, Telecommunication, Defence, Health, Family welfare, and Road Transport & Highways) and other common resources will be developed at Technology Innovation Hub (TIH) building for innovators and start-ups.

**Concept Mentors:** Each pre-incubation team /start-ups will have a concept mentor who has knowledge in the field and may be able to give advice and share their expertise with them directly. Preferably, the concept mentor will be from IITs, IISc or other Institute of National Importance.

**Pre-incubation Program:**

The Pre-incubation Program is planned to empower inventors (final year undergraduate/postgraduate/ PhD student/ postdoctoral fellow /faculty members) to take up the exploratory projects on their product or process oriented innovative ideas.

The program will be offered for 2 months during summer vacation. The pre-incubation teams will be supported with a stipend of Rs. 8000/- per month and they will be entitled to use all common facilities of the TIH. The stipend is not applicable if the incubator is taking salary / fellowship from any other source during the period. A certificate with one of the following grading will also be provided to the pre-incubation team based on the progress made in stipulated time period.

1. Excellent progress
2. Very Good progress
3. Good Progress
4. Satisfactory progress
5. Poor progress

The teams with Excellent or Very Good Progress will be encouraged to apply for the Incubation Program.

The program also aims at developing entrepreneurial mindset and business skills necessary for the start-ups by conducting seminars and workshops.

Pre-incubation selection criteria:List of product ideas is available on the webpage of I-DAPT and will be updated from time to time. Apart from this list, if the pre-incubation team provides any other Data analytics and Predictive Technology related idea for social impact, that may also be considered. The pre-incubation team will submit a proposal in consultation with the concept mentor(s) against the advertisement (deadline 01-April). The committee will evaluate the proposal by 30-April and inform the teams.

## **Incubation Program:**

Following are the guidelines for incubation of the start-ups at various stages.

### **a) Early-stage incubation**

List of product ideas is available on the webpage of IDAPT and will be updated from time to time. Apart from this list, if the start-up provides any other Data analytics and Predictive Technology related idea for social impact, that may also be considered. The innovators shall prepare a plan of product development and submit a proposal for review. The proposal should also have (i) a market survey component and (ii) feasibility of commercialization.

Proposals will be evaluated by the monitoring committee and if found suitable, will be considered for the early-stage incubation with a financial support of upto INR 10 Lakhs per idea in form of interest free loan/grant-in-aid funding (depending on funding agency on case-to-case basis) with the following conditions.

1. The incubation team will have the obligation to use the funding only for the assigned purposes. All activities and expenditure shall be conducted with intent to nurture innovative business ideas (new/ingenious technology, processes, products, procedures, etc.) and shall be incurred towards the scope-of-work defined in the presentation made, and approved by the incubator committee.
2. The incubation team must register as a LLP / Pvt Ltd company, if not already registered, before release of the funds.
3. The incubation team shall provide the following documents but not limited to,
  - a. ID proof of the Founders
  - b. Copy of the Registration Certificate of the company with address
  - c. Shareholding Pattern
  - d. PAN, TAN, Any Tax No. of the company
  - e. Certifications taken / renewed by the company (Such as Start-up India, MSME Udyam Aadhaar, FSSAI, Export License)
  - f. IPR related documents (Such as Trademark Registration, Logo Registration, Patents)
  - g. Yearly Balance Sheet / any other required compliance certificate and documents
4. The incubation team shall make progress reports on quarterly basis for the milestones planned in the proposal.
5. The non-compliance or no progress will result in early termination of the incubation support.
6. Funding from any other sources will only be allowed after permission of the Director, TIH.
7. The incubation team shall transfer 5% (five percent) of the equity of the incubation company to the I-DAPT HUB Foundation, IIT(BHU) Varanasi or its wholly owned company / subsidiary without any condition.
8. In case of any controversy / dispute, all the final decisions of the Director, TIH shall prevail.
9. After one year, progress of the start-up / product development will be evaluated and decision will be taken by the committee as follows:
  - I. Progress - **poor**: Funding and incubation support will be terminated
  - II. Progress - **Needs improvement**: Six months incubation support will be given without any additional funding

- III. Progress –**Satisfactory/Good**: Six months incubation support with additional funding of Rs. 1 lakh will be considered
- IV. Progress –**Excellent/Very Good**: Incubation support with expansion-stage funding will be considered

**b) Expansion-stage incubation**

If the progress of the early-stage incubation team is Excellent/Very Good, the team qualifies for the expansion-stage incubation program. The support includes.

- Training on fund raising
- Funding support of upto Rs. 10 lakhs for two years as an interest free loan/Grant-in-aid (Depending on funding agency on case-to-case basis)

All other conditions of the early-stage incubation program will be applicable for the Expansion-stage incubation program as well.

**General Guidelines**

1. The company shall be solely responsible to comply with all relevant laws including, but not limited to statutory permissions, approvals and other regulatory compliances for the purpose of its activities of carrying out the business. The incubation program and that the incubator and/or its officials, employees and personnel shall not be anyhow liable for its failure to comply with any such regulatory compliances, violation of any laws, solvency of business to continue as a going concern, while it is under the incubation program
2. Details and list of infrastructures, equipment and utilities related to the incubation project shall be provided beforehand by the company. The incubator will facilitate such requests for available services/infrastructure as per the process laid down by I-DAPT HUB Foundation, IIT(BHU) Varanasi. All such infrastructure is offered to the company on non-exclusive basis and the same shall be shared by other parties as and when required.
3. **Equity**: The company shall transfer at least 5% (five percent) of the equity to the I-DAPT HUB Foundation, IIT (BHU) Varanasi or its wholly owned company / subsidiary without any condition.
4. The incubator will charge an amount for utilization of infrastructure, office space, technical & commercial mentorship/guidance provided as per the availability of the resources, utility charges and equipment available with the incubator. These charges shall be conveyed to the company on regular basis and such charges shall be payable before the commencement of the services. In case of any damage to the infrastructure of the incubator, the company shall be liable to pay the damage in actual.

Start-up stage	Virtual Incubation Charges (Rs. per month)	Physical Incubation Charges (Rs. per month)	Utility & Equipment Charges (Rs.)
Pre-incubation	-	-	-
Early-stage	3000	8000	As decided by the incubator committee
Expansion-stage	5000	15000	As decided by the

			incubator committee
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5. The company will submit 'Utilization certificate' to the incubator duly signed and certified by at least the two directors in the company, on a quarterly basis, and audited by the Chartered Accountant at the closure of that financial year. In case of miss-utilization or diversion of the amount, the company shall refund the whole or part amount with interest @ of 10 % per annum thereon.
6. All health and safety standards are to be observed and maintained within all premises of the incubator, while engaging with equipment, machineries, classrooms, laboratories, observatories, and all such infrastructure that the company will use through the period of incubation. Founders, employees, and/or any other person associated with the company will be responsible for their safety and the safety of others around. The incubator stands indemnified against any claims, damages or proceedings of any manner in respect of any accident or injury to any workman or any other person employed or invited by the incubated companies.
7. The company shall abide by the Guidelines prescribed and/or modified from time to time by the incubator. For any unprecedented issues, the available rules of I-DAPT HUB Foundation, IIT(BHU) Varanasi shall be applicable and the I-DAPT HUB Foundation, IIT(BHU) Varanasi shall have full authority to form/amend all/any of the guidelines/rules related to the incubation program. In case of any disagreement on rules and guidelines, the matter may be referred to the Director, IIT(BHU) Varanasi. Decision of the Director I-DAPT HUB Foundation, IIT(BHU) Varanasi shall be final and binding on both the parties subject to the arbitration clause.

**8. Intellectual Property & Operational Information**

- All rights to any intellectual property made solely by employees of either party will belong solely to that party. All rights to any intellectual property developed jointly by employees of the I-DAPT HUB Foundation, IIT(BHU) Varanasi and the company shall belong jointly to both the parties.
- Either party to the other grants no rights or licenses with respect to IP, unless otherwise explicitly agreed in writing.
- The company shall share information & data, intellectual property, or all other details of its business affairs, which is in the public domain, or otherwise, which the second party deems fit, without any obligation, to seek professional inputs or improve performance of the business activities of the company, from the incubator, in part or full, as per the requirement of the business to achieve approved milestones. It is understood, any such information disclosed or shared by the company with the incubator team, or its affiliates, shall not impair, damage, or disrupt its business affairs in any form, and is done to improve the viability of the business. I-DAPT HUB Foundation, IIT(BHU) Varanasi stands indemnified by the company against any claims, damages or proceedings of any manner in respect of sharing any such operational information about its business affairs.
- The term "Operational Information" shall include materials or information:
  - i. that are generally known to the public;
  - ii. are already known to the receiving party at the time of disclosure, as evidenced by verifiable written records.

- iii. becomes known to the receiving party from a third party lawfully entitled to disclose the same and receiving party informs the disclosing party within 30 days of the receipt.
  - iv. are independently known or developed by the receiving party.
  - v. are required to be disclosed by law.
- Unless otherwise agreed to in writing, all Operational Information remains the property of the disclosing party.
- All Operational Information disclosed shall be treated by the receiving party with the same degree of care that the receiving party uses its own information, which shall in any event not be less than a reasonable standard of care, and to retain and not to remove any proprietary stamps or marking appearing on such Operational Information; and shall remain the property of the disclosing party.
- By disclosing operational Information to the receiving party, the disclosing party does not grant any express or implied right to the receiving party to use the disclosing party's intellectual property by whatever name called.

## **9. Publications**

- Research findings as a result of joint cooperative work of the incubator and the company can be published in the public interest as mutually agreed upon. Prior to publication, publishing party will submit a copy of intended publication to other party to provide the other party an opportunity to review the proposed publication for a period of 60 days to identify possible patentable subject matter or confidential information. If patentable subject matter is found in the research findings, parties to ensure that a patent application is filed in terms of this incubation program.
- Research findings published by either party will give credit to the other party's contribution, if applicable and, at the same time, will be entirely responsible for the conclusion and interpretations reported.
- However, both parties are expressly prohibited from filing, without the written consent of the other party, patent applications disclosing research results or any method claiming their production and/or use.

## **10. Tenure in I-DAPT HUB Foundation**

Tenure in I-DAPT HUB Foundation would depend on terms of particular program/project. Companies under formal incubation will be permitted to stay in I-DAPT HUB foundation, to begin with, for a period of 18 months. Further extension, if any, will be considered after satisfactory performance review. All decision in this regard will be taken by incubation monitoring committee and is subjected to approval of the Directors of I-DAPT HUB Foundation

## **11. Exit (Graduation) Policy**

Incubatee companies will graduate from incubator under the following circumstances:

- Completion of Tenure, unless the stay is extended by I-DAPT HUB Foundation.
- Underperformance or non-viability of the business proposition: criteria for the same will be decided and applied by I-DAPT HUB Foundation on the case to case basis.

- Irresolvable disputes between promoters/ founders. I-DAPT HUB Foundation will decide the position or point when disputes are deemed to be irresolvable.
- Change in promoters'/ founders' team or business profile of the company without concurrence of I-DAPT HUB Foundation.
- When the company enters in an acquisition, merger or amalgamation deal or reorganisation deal resulting in substantial change in the profile of the company, its promoters, directors, shareholders, products or business plans, or when a company plans for a public issue.
- Non-compliance of terms of I-DAPT HUB Foundation's terms and conditions
- Any other reasons which I-DAPT HUB Foundation may find it necessary for an incubatee company to leave BI.

Notwithstanding anything written elsewhere, I-DAPT HUB Foundation decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

#### 10. Termination

- The incubation shall be terminated at the sole discretion of the incubator in case of any default on part of the company and on such termination the company shall leave the incubation program. Both parties can terminate the incubation program at their free will on clearing the seed / grant amount and serving one-month notice in advance.
- Termination of the incubation shall not affect the parties' obligations under clause 7 above, especially with respect to confidential information which in any event shall continue for a period of 5 years after the expiration or effective date of any termination hereof. Nor shall termination of the incubation affect any party's obligation to pay or indemnify the other party hereto with respect to events, losses or liabilities arising or allegedly arising prior to termination, or with respect to events, losses or liabilities arising or allegedly arising after termination with respect to the continuing obligations. Finally, termination of the incubation shall not prejudice any right of any party to any other remedy at law, or in equity.

**11. Governing Law & Arbitration:** The incubation shall be governed in accordance with the laws applicable in India. In case of any dispute or difference arising on any issues, the same shall be settled amicably by the Parties. In case the Parties are unable to settle the dispute within 30 days of the first intimation of the dispute invoking this clause, the matter shall be referred to a sole Arbitrator solely appointed by Director, I-DAPT HUB Foundation, IIT (BHU) Varanasi under the provisions of Arbitration and Conciliation Act 1996 or any of its statutory modification or enactment thereof for the time being in force. The decision of Arbitrator shall be final and binding on all the parties involved. The place of Arbitration shall be at Varanasi.

**12. Force Majeure:** Neither party shall be held responsible for non-fulfilment of their respective obligations under the term of the incubation due to the exigency of any of the force major events (Force Majeure).

**13. Announcement:** Founders of the company agrees to be listed as an incubation program participant as part of the incubator's future program announcements and website. The company will provide a high-quality version of its brand logo, a supporting quote from its Managing Director / CEO (or equivalent) and other descriptive information as reasonably requested by the incubator to support the announcement message. The incubator agrees during the term of

incubation to allow the company for the limited purpose of using incubator's name on its product and social media channels

**14. Notices:** All notices or communications between the incubator and the company will be delivered personally or sent by registered or certified mail, postage prepaid or by electronic mail. In case of electronic mail, the parties shall communicate to each other the nodal person or persons from either side with their email addresses that shall be responsible for the communications.

**15. Indemnity**

- To the extent allowed by the laws and constitution, the company agrees to defend, indemnify and hold harmless the incubator and its officials from any and all claims, injuries, damages or other liability arising in tort or breach of contract or resulting from any intentional or negligent (including grossly negligent) acts of the company principals, officers, agents or employees arising in favor of any third person or entity.
- The company agrees to take appropriate insurance to cover all liabilities arising out of accidents or otherwise coverage for its staff and property at its cost. The incubator has no liability for the company's staff and property.