



सत्यमेव जयते

INDIA NON JUDICIAL

Government of Uttar Pradesh

ACC Name: ASHEET KUMAR DASARY
ACC Code: UP14406504,
ACC ADD: EWS 02 ADA NAM, PRAYAGRAJ
MOB: 9125973592, LIC. NO. 931,
DISTRICT COURT, PRAYAGRAJ

₹100

e-Stamp

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Certificate No.	: IN-UP60524346426652U
Certificate Issued Date	: 06-Apr-2022 05:28 PM
Account Reference	: NEWIMPACC (SV)/ up14406504/ PRAYAGRAJ SADAR/ UP-AHD
Unique Doc. Reference	: SUBIN-UPUP1440650412174890743761U
Purchased by	: Ragistar Nehru Gram Bharati university Prayagraj
Description of Document	: Article 5 Agreement or Memorandum of an agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	:
First Party	: Ms Innoscale Global Foundation
Second Party	: Ragistar Nehru Gram Bharati university Prayagraj
Stamp Duty Paid By	: Ragistar Nehru Gram Bharati university Prayagraj
Stamp Duty Amount (Rs.)	: 100 (One Hundred only)

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₹100

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IN-UP60524346426652U

MEMORANDUM OF UNDERSTANDING (MOU)

This document constitutes an agreement between

M/s Innoscale Global Foundation, a startup accelerator to promote entrepreneurship in India also hereby referred as **First Party or Accelerator**.

Innoscale Global Foundation

Authorized Signatory

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App or Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.

07/04/2022

R. I. Vishwakarma
Registrar

Nehru Gram Bharati (Deemed to be University)
Prayagraj-221005

Registered Address: B-21, Plot No. 1, Sector 6, Dwarka, New Delhi-110075

AND

Nehru Gram Bharti (Deemed to be University), also referred to as Second Party or University

Registered Address: Kotwa-Jamunipur, Dubawal, Prayagraj, Uttar Pradesh-221505.

OBJECTIVE

The objective of this MOU is to express the willingness of both parties to collaborate on the initiative of the first party to launch startup incubators for the upliftment of the regional area and offer a career option of entrepreneurship to second party's students.

The University has expressed its interest to collaborate and allow the first party to share and use their infrastructure for the initiative as collaborating partners. And have agreed to collaborate to launch incubator(s) in their campus(es) and provide necessary infrastructure support to run the same. While the **Accelerator** shall deploy systems and processes to run the initiative effectively, **the University** shall provide necessary manpower, operating support for proper execution on these systems in the incubation center.

Specific activities, expectations and revenue share have been defined in this MOU are as follows:

- Accelerator will work jointly with the University, working closely as founding member for center in university campus on all its events, and activities with state and startups. Such services as provided by Accelerator shall be chargeable either as **Consulting fee or Management Retainer fee** as agreed and added as addendum to this understanding and signed by both parties on case-to-case basis.
- University will allow the use of its infrastructure and services to Accelerator at zero cost for the various Acceleration and Incubation programs which shall also be available for University students to enroll.
- The Allahabad initiative will be co-branded with Accelerator's brand name for the center in question for all purposes till the termination of this understanding. E.g. "**University Incubation Center Managed by Innoscale**" for the center on campus.
- Accelerator shall enroll students from University along with inviting new applications from around the region to boost entrepreneurship in the region. Both parties shall jointly work to promote various events, initiatives and activities within their network to expand the awareness of programs in the region and to support any joint exercise in the region.
- Accelerator shall assist in documentation, management, operations of the incubation centers in return of a **management retainer consideration**. Any manpower and resources required to run the operations efficiently shall be provided by the University or hired for contract by Accelerator and paid by the University.
- Accelerator shall have at least one permanent member in the shortlisting committee (nodal Committee) of applications from new startups.

Innoscale Global Foundation

Authorized Signatory

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07/04/2022

R. L. Vishwakarma

Registrar

Nehru Gram Bharati (Deemed to be University)

Prayagraj-221505

- Accelerator backed by their experience and expertise will assist University for various accreditations and recognitions at a **service fee** such as and not limited to consulting services/ management fee/ revenue share.

These charges would be discussed on a case-to-case basis as and when both parties mutually decide to take the step forward. Any benefits in terms of grants from this recognition will come to the University directly and would be shared on the terms agreed by both parties, if any.

- Possible accreditations Accelerator can assist includes and not limited to State government recognition of incubation hub and recognition under Central government schemes where applicable such as TBI, Atal innovation and Department of Technology accreditation etc. Each will be pre discussed and initiated post approval from the University. State Government recognition would be applied immediately, and this understanding will imply the approval for the same by the University as stated above. Details of benefits from such accreditation and service charge implications will be shared as proposal and accreditation process will be initiated post the confirmation and agreement on the same by the University.
- Accelerator will assist University thru innovation cell to provide resolutions for benefit of local region.

DURATION

This Agreement shall become effective on **09th April, 2022** and shall continue in force perpetually unless terminated by either party in writing with 90 days' notice post minimum terms of understanding ends. The MoU will remain in effect for a period of **minimum five years**; Any termination before this period shall bring forth the Emergency Termination clause as detailed in addendum separately.

TERMINATION

Except as otherwise provided herein, either party may terminate this agreement by giving the other party written notice of at least **90 days** prior to the effective date of termination. All notices pertaining to this Agreement shall be in writing and transmitted by Email with original copy delivered by the air courier service of the sender's choice.

Innoscale Global Foundation

B-21, Plot No. 1, Sector 6, Dwarka, New Delhi-110075
Tel: +91-8800881574 Email: hello@innoscale.global

Nehru Gram Bharti (Deemed to be University)

Kotwa-Jamunipur, Dubawal, Prayagraj, Uttar Pradesh-221505
Tel: +91- 9810288891 Email: ashok.srivastava@ngbu.edu.in

Innoscale Global Foundation

Authorized Signatory

07/04/2022

R. L. Vishwakarma
Registrar

Nehru Gram Bharati (Deemed to be University)
Prayagraj-221505


ADDENDUM

Any Addendum to this MOU shall be in writing and signed by both parties. IN WITNESS WHERE OF, the parties hereto have executed this MOU on the 07th day of April, 2022.

Shishir Miglani
Innoscale Global Foundation
Authorised Signatory

Innoscale Global Foundation


Authorized Signatory
Signature and stamp


Registrar
Nehru Gram Bharti (Deemed to be University)
Authorised Signatory

R. L. Vishwakarma
Registrar
Nehru Gram Bharati (Deemed to be University)
Prayagraj-221505

Signature and stamp

ADDENDUM 1:

Commercial Understanding for Setup of Incubators within University Campus to promote Entrepreneurship among University Students and in the region.

Benefits to University:

Total access to grant of around INR 2 Crore against Operational Expense deficit spread across 5 years and Infrastructure Cost for IT and technology.

Note: Different accreditation will provide different benefits to the university and each may have different consultation charges too, that will get added to addendum here eventually to document the understanding

Requirement(s):

- For Universities and Educational Institutes, an area of 10000 Sq ft for the Incubation Center.
- A section 8 company is required to be formed by University to avail these benefits, This will eventually become central and nodal entity to go for other accreditations.

Service charges of Innoscale:

1. Consulting charges for Accreditation (One time): INR 8,50,000 plus GST

Note: This would be charged post approval confirmation as a special consideration, and would be marked as due on approval from Start in UP. *(Includes preparing application readiness and documentation for the same to the application submission, objection handling and resolving to complete the process)*

2. Management Fee (retainer): INR 1,50,000 plus GST per month

The understanding of this implication is as follows:

- The retainer is due from the date of start of the arrangement, which is tentatively set for 2nd of April, 2022.
- Effective transfer of first retainer will start once the Start in UP accepts our application for the approval. This is expected to happen within 3 months, and post acceptance Accelerator will raise due retainer from April 2022 to the date of acceptance via a current dated invoice.
- In case submission of application to approval of grant takes over 6 months, Accelerator would delay charging the retainer till the time approval comes in from Govt of UP. Once approval is received, all previous dues (from seventh month onwards till the approval date, will be charged in one current dated invoice). This is only being done as special consideration to reflect our confidence in our specialization and to boost the confidence of the partner for this understanding.

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3. Operational incentive: 10% of operational profits OR Operational Expense Grants as received post approval of accreditation, whichever is higher.

Note: This fee will be levied since the effective start of application enrollment post the facility work in process. Operational incentive will be due on year end only on accrual basis, else not applicable.

Includes

1. Project setup consulting, incubation setup, operational readiness hand holding, testing the center and its amenities.
2. Process and system setup for effective management and reporting to the University
3. Startup onboarding process setup, selection and evaluation criterion setup, selection committee setup, managing and running cohort in the University campus
4. Curriculum finalization and buildup.
5. Conceiving and running events in the campus to promote entrepreneurship
6. Shortlisting the startup ideas for funding and other grants to help them better run their ideas.
7. Ecosystem partnerships and association setups to offer better services and support to incubates
8. Creating onboarding and other contracts as maybe required for the incubation process.
9. Creating an event calendar and executing the same. Cost of such events do not form part of our service remunerations.

Excludes:

1. Curriculum Development Charges
2. Manpower charges (two staff would be required at least at the campus site for handling operations and events. Effectively Salary is expected to be around INR 50,000 and INR 30,000 each.)
3. Any third-party charges that may be required for running the system like CMS or Website building or Application enrollment platform etc.
4. Event facilitation, logistics which includes food, stay and transportation of relevant stakeholders for specific events

4. Emergency Termination Clause:

In case this arrangement is terminated by the University before the end of first year, all charges due, irrespective of the achievement, will be paid to Accelerator in full under this clause that includes retainer of past months, plus notice period and any consultation Charges of any nature.

If this termination is invoked after three years, only the notice period and any dues against completed service will be charged by Accelerator.

Innoscale Global Foundation

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