



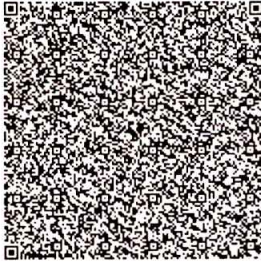
सत्यमेव जयते

INDIA NON JUDICIAL

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This agreement is executed at Delhi on 4 day of March 2016.

Between

Shobhit Institute of Engineering & Technology (Shobhit University) at Meerut, Delhi NCR, India, popularly known as Shobhit University, Meerut which is a Deemed University established by notification no. F.9-37/2004-U.3(A) dated 8th November, 2006 of Ministry of Human Resource Development, Government of India under section 3 of the UGC Act 1956; and which will hereunder be called the First party or will be referred to as the University (which expression shall deem to include the said institution, its successor, administrators, its assigns and designated sub-institutions) as a party of the First Part

And

The Indigram Labs Foundation, a Not-For-Profit company with its registered office at 902, Surya Kiran Building, KG Marg, Connaught Place, New Delhi – 110030, herein after called the second party or the

Statutory Alert:

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'ILF', (which expression shall deem to include the said organization, its heirs, its successors, its executors, its administrators and assigns) as party of Second Part.

WHEREAS, ILF is a section 8 company (Not-For-Profit) established and incorporated under the Companies Act 1956, with certificate of Incorporation bearing CIN U74140DL2015NPL276109 and PAN number AAACY7176J Dated Jan 29, 2015 with its objective mentioned in ILF to incubate, accelerate organizations focusing on Technology in Agriculture, Education and Skills, Rural Focused Health and Wellness initiatives and Clean Energy and Automation for Rural and Urban People. ILF is a subsidiary of Indian Society of Agribusiness Professionals (ISAP) which is a well-known organization operating in over a One Million farm households in Livelihood Enhancement Programs (255 Farmer Producer Organizations- 209,000 farmers, 20,000 Women SHGs); Incubated 1607 Agribusiness Enterprises; 31 Community Water Treatment Plants; 2 Rural Hospitals (50 beds capacity) across 5000 Villages in 250 Blocks of 100 Districts in 18 States of India with its 25 Field Offices and 330 Employees.

And, WHEREAS, Shobhit University, Meerut is accredited by National Assessment and Accreditation Council (NAAC), Government of India, and is ranked among the top universities in India.

And, WHEREAS, The University aims to create a conducive, enabling academic climate to facilitate integration of the younger generation into the logic of the present system and to develop educational means by which men and women deal critically and creatively with reality and discover how to participate in the transformation of their world and Economic Entrepreneurship.

AND, WHEREAS, the objects of the company are to advance, disseminate, learning, knowledge by diversity of means including the use of technology, business incubation process, and research, opportunity for higher education and research for the population and promote educational wellbeing of Agricultural citizens of India and Rural society's growth.

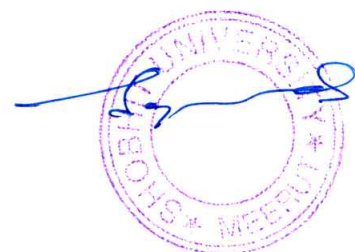
AND, WHEREAS, the Vice Chancellor is empowered to enter into consign, agreements and authenticate records on behalf of the University and the registrar shall exercise such powers and perform such functions as needed, prescribed by the Statutes.

AND, WHEREAS, ILF is an organization created to incubate, accelerate organizations focusing on Technology in Agriculture, Education and Skills, Rural Focused Health and Wellness initiatives and Clean Energy and Automation for Rural and Urban People. And Shobhit University, Meerut and ILF have similar objectives and they focus to create and nurture organizations to deliver social goods by way of convergence of intent and stated plans.

AND WHEREAS, both the parties expressed interest, resolve to work together to create an eco-system with respect to Incubation and Acceleration of companies with the focus on Technology in Agriculture, Education and Skills, Rural Focused Health and Wellness initiatives and Clean Energy and Automation for Rural and Urban People. And have resolved to pool-in their expertise and resources to create an incubation center at Shobhit University, Meerut campus in a phased manner.

NOW THEREFORE IT IS HEREBY MUTUALLY AGREED-UPON AND RESOLVED BY AND BETWEEN THE PARTIES HERETO AND THIS AGREEMENT WITNESSETH AS UNDER:

1. RESPONSIBILITIES OF SHOBHIT UNIVERSITY, MEERUT:



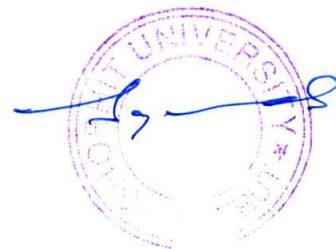
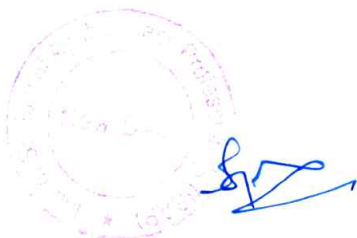
- 1.1 Provide an academically eminent and well industry connected retired or serving professor or above in grade as a board member, mentor and proposal selection committee member in the organization of ILF for a period of 12 months. And the University can re-nominate the same person for successively 2 terms and in total 2 terms only. Also, every year after the completion of the term of the term of the nominee of University, ILF shall inform the Shobhit University, Meerut of the expiry of the term and the re-nomination is scheduled to happen within 07 days.
- 1.2 The Nominee shall receive no pecuniary awards for the purpose of executing his / her duties with respect to this collaborative Incubation efforts
- 1.3 Such a board member on ILF board from Shobhit University, Meerut shall have indemnity for holding such a position.
- 1.4 Make available technologies developed by University that are expressed required by the incubation setup at nominal leasing cost or at nominal usage fee.
- 1.5 Only optionally bring in capital for laboratory creation and up-gradation of lab facilities. Notify the commitment as an addendum to the MOU
- 1.6 Shobhit University, Meerut to suggest a list of 2 mentors including the board member for mentorship of prospective companies.

2. RESPONSIBILITIES OF ILF:

- 2.1 ILF to convene regular meetings of the incubator with the nominated member on completion of Phase-1 including the nominated personnel from Shobhit University, Meerut end and may evaluate the possibility of assigning mentorship opportunities to the nominated personnel.
- 2.2 ILF to organize the chapter of Technology and Business Incubator at the campus of University within 3 months MOU.
- 2.3 Within 500 days of signing the agreement, ILF commits to find a minimum of 2 business Ideas that can be incubated from the Shobhit University, Meerut campus in partnership with the committee constituted.
- 2.4 To create a business incubation centre to act as a business catalyst, pursue marketable and market oriented business ideas for its Alumni, Professors, Bodies created by the University for this purpose only and other people of the India to advance human life economically (employment oriented) and enhance quality of life for rural and urban citizens of the India.

3. GENERAL CLAUSES:

- 3.1 ILF undertakes to co-ordinate with the Shobhit University, Meerut with the nodal person of the university being the person assigned on to the board.
- 3.2 Both Shobhit University, Meerut and ILF resolve and commit to work within the guidelines of DST governing the TBIs.



3.3 The agreement can be terminated with 12 months of notice from either party. But the companies under incubation during that period the Shobhit University, Meerut campus are groomed and mentored to the fullest extent by ILF under its TBI program.

4. DISPUTE RESOLUTION:

4.1 Any dispute as to the interpretation of the meaning or the extent of scope of any of the expressions or clauses herein or the operational modalities hereunder shall as far as possible, be resolved by mutual negotiations by and between the Heads of the two organizations or their representatives and their unanimous decision shall be final and binding on all concerned. In case of persistence of any disagreement this dispute shall be referred for arbitration in accordance with provisions of the Arbitration and Conciliation Act. The arbitrator shall be appointed by the consent of both the parties. The decision of the arbitrator shall be binding on both the parties. The expenses of the Arbitration proceedings shall be equally shared.

4.2 The Agreement shall be governed by and interpreted in accordance with the Laws of India.

IN WITNESS THEREOF THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN PRESENCE OF THE WITNESSES ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED.

SIGNED, SEALED AND DELIVERED

THROUGH THE REGISTRAR,

THE Vice-Chancellor AND ON BEHALF OF Shobhit University, Meerut

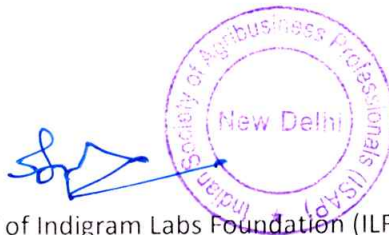
In the presence of the Registrar:

a)



b)

SIGNED, SEALED AND DELIVERED



By the Director For and On Behalf of Indigram Labs Foundation (ILF), at _____

In the presence of:

a)

Naveen Jha 

b)