

### **R&D INNOVATION AND ENRICHMENT**

This Agreement is made on this ...17th..... day of .....June... 2019\_\_ by and between\_\_SEQUELSTRING SOLUTIONS AND CONSULTANCY PVT LTD\_, a Company registered under the Companies Act 1956, having its registered office at \_302,RATTAN ICON,PLOT 121,SECTOR 50 NEW,NERUL,NAVI MUMBAI 400706\_ through its Directors and the promoters \_\_RAVISH SAHAY\_(herein after referred to as "TECHNOLOGY PARTNER COMPANY" which expression shall include unless it be repugnant to the context or meaning thereof mean and include their successors, representatives, assigns, promoters etc.) .....OF THE FIRST PART

AND

Don Bosco Institute Of Technology , MUMBAI an Institute created under the Institutes of Technology Act, 1961 through The Dean/PRINCIPAL/DIRECTOR, as authorized signatory (hereinafter referred to as 'DBIT' which expression shall include unless it be repugnant to the context or meaning thereof **DBIT** has established a R&D INNOVATION AND ENRICHMENT CENTRE (hereinafter referred to as **RIAEC**) with a mission to provide real time exposure to its student while participating in R&D,new product development ,live project implementation. ....OF THE SECOND PART.

**RIAEC** and **DBIT** are same parties for the purpose of this agreement, RIAEC is the operating and implementing body of DBITMUMBAI. Similarly Resident TECHNOLOGY PARTNER COMPANY also after the exit from RIAEC denote second party.

NOW IT IS DULY COMMUNICATED AND HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

#### **1. Objectives**

DBIT MUMBAI agrees to set up R&D Innovation and enrichment Centre at DBIT Mumbai. The purpose of R&D Innovation and enrichment unit will be to:

- Promote & interact with, and resource technology/expertise from Technology Partner Company and Students/Faculty and laboratory infrastructure in the various departments and centers of the Institute.
- Help in getting other kinds of techno-managerial expertise for the students required that is not available within the institute.
- Get students involved in the live implementation ,R&D and innovation of technology with Technology Partner.

## **2.0 Tenure of R&D INNOVATION AND ENRICHMENT**

The Technology Partner Company has been using the facilities of College with effect from \_17<sup>th</sup> June 2019\_ and is carrying out full fledged activities as a Technology Partner Company. College has been extending all the facilities of R&D INNOVATION & ENRICHMENT from the said date.

2.1 College will permit Technology Partner Company to commence R&D INNOVATION & ENRICHMENT in College with effect from \_17<sup>st</sup> June 2019\_\_ and the incubation shall expire on \_\_30<sup>th</sup> June 2022\_, which can further be extended on mutual consent.

2.2 The period of R&D INNOVATION & ENRICHMENT can be extended only by College at its discretion if the Technology Partner Company makes a request.

## **3. Facilities and Infrastructure**

That College will provide facilities to the Technology Partner Company as per the regulations framed by College in this regard and as amended from time to time. The facilities and infrastructure more specifically are as in Annexure 2.

Upon admission to College, certain facilities as given in Annexure 2, will be offered to the Technology Partner Company.. Further, College has the right to inspect and examine the premises allotted to the Technology Partner Company at any point of time during the R&D INNOVATION & ENRICHMENT period/stay at the College premises. On the completion of the initial engagement or when the Technology Partner company leaves College due to any other reason, all the furniture, space and any other facilities provided shall be surrendered to College in good condition (after allowing for normal wear and tear in the case of equipments). All costs incurred for such restoration to good condition shall be borne by the Technology Partner Company and in case College has to incur any further expenditure to get the equipment or the room back into good condition then the same shall be recovered from the Technology Partner company and/or its directors or promoters.

### **3.1 Common infrastructure**

College provides a common pool of hard and soft infrastructure to be shared by Technology Partner company. Certain resources can be provided on charge basis by College on request of the Technology Partner company and subject to the rules and regulations in this regards as applicable from time to time.

### **3.2 Institute infrastructure**

College will facilitate access to the Institute's infrastructure on request of the Technology Partner company as per regulations made by College in this regard. The facilities will remain under the overall control of College and will be available to the Technology Partner company only for specific activities.

### **3.3 Services of Professionals**

College may provide soft infrastructure and business services by third party to the Technology Partner Company, if college so agrees on the request of the Technology Partner company. College may also, if regulations of College permit, to assist the

Technology Partner Company in getting consultancy services through partner organizations and identified consultants, in the areas such as Market research and opportunity identification, Valuation of Businesses, Competitor Research, Market analysis and sizing, Customer Search, Electronic Research, Marketing plan formulation Consulting on strategies at various stages: Launch, Growth and Harvest of businesses. However it is made clear that College acts merely as a facilitator for any services and the Technology Partner Company shall have to make an agreement with the service provider towards terms and conditions for availing the service. College may on its discretion provide certain services on subsidized or no-charge basis.

**3.4 Mentoring and Advisory Facilities:** Technology Partner Company will offer mentoring/advise on technical subjects to the students on case to case basis.

#### **4. Consideration**

**4.1** The Technology Partner Company is required to provide ongoing Hands-on practical experience /Training to students. The Technology Partner Company will involve students in R&D, Live Project Delivery or any other activity as decided by Technology Partner Company. The Technology Partner Company will have liberty to choose students from given pool as per the criteria decided by Technology Partner Company. Technology Partner Company will have further freedom to choose the technology and college will have no say on the students deployed on said technology/project. Selected Students will need to spend minimum hours (as defined in Annexure 2 A)

**4.2** College shall not levy any charge on the Technology Partner Company for infrastructure and facilities.

**4.3** Technology Partner Company and College will set up Status update and Monitoring mechanism on a regular basis to assess learning and progress of the students. College will share the details of same.

**4.4** On the request of Technology Partner Company access to any other facility of College's infrastructure shall be made available and depend on sole discretion of College regulations.

**4.5** There should be regular meetings between Technology Partner Company and College and both the party will nominate single point of contact for day to day coordination and address the issue, if any.

**4.6** If Institute provide Biometric, Technology Partner Company will be happy to use the same.

**4.7** That Technology Partner company shall surrender and vacate the premises on College on a notice by College no advance notice is required to be given by College to the Technology Partner company.

**4.5 DBIT and Technology Partner** can display their names in respective collateral/public domain

**4.6** That College shall have lien on the assets of the Technology Partner company at the Prescribed center till such time that the Technology Partner company clears all the outstanding dues, if any.

**4.7** That the 'SALIENT RULES FORMING PART OF THE R&D INNOVATION AND ENRICHMENT AGREEMENT' Annexure 1 forms part and parcel of this agreement and is hereby accepted by the Technology Partner company in its entirety and the Technology Partner company and its directors hereby indemnify College and undertake to remain responsible for all dues payable or losses suffered on account of any act, negligence, default on the part of the Technology Partner company and its Directors and employees.

**5. Amendments** Notwithstanding anything contained hereinabove or in the 'SALIENT RULES FORMING PART OF THE R&D INNOVATION AND ENRICHMENT AGREEMENT annexed thereto college may at any time amend all or any part of the agreement and its annexure and the Technology Partner company shall be bound by the said amendments. The amendments shall be applicable with immediate effect.

**6. Arbitration:** Any/all disputes between the Technology Partner company shall be referred for arbitration to the person so nominated by the Director/PrincipalCollege under the Indian Arbitration & Conciliation Act whose decision shall be final and binding upon the parties. The place of arbitration shall be Mumbai.

In witness whereof parties hereto have signed this Incubation Agreement on the date and year mentioned hereinbefore.

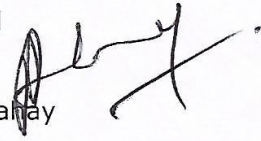
**For & on behalf of  
Sequelstring Solutions And  
Consultancy Pvt Ltd**

Signature

Name Ravish Satay

Designation Director

Seal



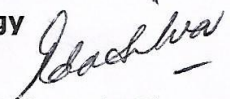
**For & on behalf of  
Don Bosco Institute Of  
Technology**

Signature

Name:Fr. Colbert da Silva

Designation: Director

Seal



Witness (Name & Address)

1. ....

2. ....

Witness (Name & Address)

1. ....

2. ....

**Annexure 1** to the R&D INNOVATION & ENRICHMENT AGREEMENT

SALIENT RULES FORMING PART OF THE R&D INNOVATION & ENRICHMENT  
AGREEMENT

The company hereinafter called the TECHNOLOGY PARTNER COMPANY as per the R&D Enrichment Agreement with the Institute for Synergistic collaboration through College has been permitted. If there is any conflict in the rules and byelaws given below, with any of the clauses of the agreement mentioned above, the rules/clauses of the said agreement will prevail.

RULES AND/OR BYELAWS:

Rule-1

**Tenure of R&D INNOVATION & ENRICHMENT**

Technology Partner company will be permitted to operate in college for a period of Thirty Six Months. Further extensions can be granted at the sole discretion of College Management.

**Exit**

The Technology Partner company will be required to leave the college under the following circumstances:

- After the completion of the Initial engagement period (thirty-six month) including extended period, if any.
- Underperformance or in-ability to perform/add value to students as evaluated and decided by College management on case to case basis
- Irresolvable promoters' disputes in opinion of College Management on case to case basis
- Violation of any Statue, rules and regulations of College in the opinion of College on case-to-case basis.
- Number of employees of the Technology Partner company, sitting in the college premise exceeds 15
- When the company enters in an acquisition, merger or amalgamation deal or reorganization deal resulting in a substantial change in the profile of the company, its promoters, directors, shareholders, products or business plan
- Technology Partner company plans for a public issue in the opinion of College on case to case basis
- Change in promoters'/ founders' team in the opinion of College on case-to-case basis.
- Any other reason for which college may find it necessary for Technology Partner company to leave.

***Notwithstanding anything written elsewhere, College's decision in connection with the exit of a Technology Partner Company shall be final and shall not be disputed by any Technology Partner company.***

Rule-2

The Technology Partner Company shall undertake Research & Development, Design/Testing, prototype development from college's premises but shall not carry out warehousing, storage.

Rule-3

The **RIAEC** address in **BDIT**, Mumbai Campus cannot be used as the address of the Registered Office of the Technology Partner Company.

Rule-4

Subleasing or subletting of any kind of the space given by **RIAEC** is not allowed. Non-observance of this rule will result in immediate expulsion.

Rule-5

If Technology Partner company require more space or has vacant space, a request for additional space/surrender of the space is required to be made to **RIAEC** in writing.

Rule-6

The Technology Partner Company are required to provide a list, as per the following format, of their full time and part time employees at least once every month:

S.No.	Name	Age	Sex	Full time or part time	Qualific ation & Experie nce	Designation & Responsibiliti es /Duty	Address	Signatur e
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Rule-7

All the visitors to the **RIAEC** Complex are required to sign in the visitor's register and collect their visitor's badges/passes. They must bear these passes/badges at all times while in the **RIAEC** complex. They are required to return these passes/badges while leaving the building.

Rule-8

The Technology Partner Company should observe that noise levels are kept at minimum and, no abnormal noise by any machine or by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by **RIAEC**.

Rule-9

Technology Partner Company is required to observe health and safety standards. No hazardous material can be brought inside the complex without the prior approval of **RIAEC**. Technology Partner Company is required to keep a first aid kit in the space provided to them.

Rule-10

Technology Partner company or its employee can not display notices or signage except in the space or Boards provided for such signage by **RIAEC**.

Rule-11

It is the responsibility Technology Partner Company and their employees to use the common facilities e.g. common area, fax & other machines etc. with due diligence and care.

Rule-12

It will be obligatory for the technology partner company to involve **DBIT** area experts and/or use existing laboratory facilities during the developmental activities for mutual benefits.

**Rule 13**

Notwithstanding any issue/dispute pending between the Company and **DBIT** Mumbai / **RIAEC** at the time of completion of the agreed tenure of engagement period, or if given an exit notice by **RIAEC** the Technology Partner Company must vacate the allotted space unconditionally.

**Rule-14**

The Technology Partner Company is required to keep the **RIAEC** informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the **RIAEC / DBIT MUMBAI**.

**Rule-15**

The Technology Partner Company is required to keep the **DBIT MUMBAI/RIAEC** informed in advance and obtain their concurrence in writing for the following during the incubation period:

- a) Change of Name of TECHNOLOGY PARTNER COMPANY to any other form of legal entity
- b) Any Major change in their R&D /business plans
- c) Change in their ownership pattern
- d) Change in their Board of Directors
- e) disposal of assets

**Rule-16**

**DBIT MUMBAI/RIAEC** reserves the right to release information in consultation with Technology Partner Company regarding the TECHNOLOGY PARTNER COMPANY / the product or service to the media to promote **DBIT** for non-commercial purposes.

**Rule-17**

On issues wherein no rules and/or byelaws are clearly defined, **DBIT** Mumbai rules and/or byelaws shall prevail.

**Rule - 18**

**Disclaimer**

The Technology Partner company understands and acknowledges that **DBIT/RIAEC** intends to provide supports facilities to the Company in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies & Technology Partner Company would involve Students with no guarantee to employ or assist them in employment post their successful completion of projects. It is understood that by agreeing to provide various supports and facilities, **RIAEC/DBIT** Mumbai does not undertake responsibility for:

- Ensuring success of the Technology Partner company, its products/ process/ services or marketability,
- Ensuring quality of support provided by **RIAEC** to the complete satisfaction of the Technology Partner company or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the Technology Partner company through **RIAEC/DBIT Mumbai** network. Technology Partner companies will have to apply their judgments before getting in to a relationship with them.

It is understood that by agreeing to provide various supports and facilities, **Technology Partner Company** does not undertake responsibility for:

- Placing Students within Technology Partner Company or any other company,
- Placing Institute as Technology Partner
- To claim IP arising out of joint collaboration.

The Technology Partner company or their employees shall not be held liable for any reason on account of the above.

Technology Partner Company will not have any obligation;

- Technology Partner Company will not pay any stipend/fee/wages to students participating in R&D Technology and Enrichment activity.
- Students/College will not claim any ownership/
- Product developed jointly with students will remain sole property and IP of Technology Partner Company.
- No revenue sharing will happen either with students of Institute.



## **Annexure 2.**

### **Facilities and infrastructure to the resident companies subject to the Rules and Regulations and as mentioned in clause 3 of the Agreement.**

- Office space ..... Square feet.
- Personal Computers – up to twenty, depending on the team size
- Printer
- White Board and Projector.
- Conference /meeting room
- Internet connection one e-mail ID for the promoters who shall be responsible for any misuse of use by unauthorized persons.
- Phone lines (Intercom)
- Furniture.
- Electricity/AC in single-phase maximum of 5 KVA.
- Accommodation (One room in Campus, if possible)
- Any other facility requested and granted by College Management.

## **ANNEXURE 2A.**

- Students need to provide minimum hour in a week.
- If Students are involved in live project they need to adhere Technology Company's authorized person's instruction/guideline.
- Students want to go on leave need to inform a week in advance to Technology Partner Company's Representative.
- Students need to work out of R&D INNOVATION & ENRICHMENT.
- Students/Institute will not claim any fee for working on live project or R&D or Co-Innovation.

**PERSONAL GUARANTEE BY THE PROMOTERS to Donbosco Institute of Technology Mumbai**

I,  Ravish Sahay son of  Sri B N Sahay residing at  Dhanraj Co-Op Society, Seawoods, Navi Mumbai the Director and promoter of  Sequelstring Solutions And Consultancy Pvt Ltd. do hereby undertake a personal guarantee to pay all unpaid or balance dues, charges and any other levies by Donbosco Institute of Technology Mumbai including an interest @ 12% compounded quarterly from the date payment becomes due up-to the date of payment. The amount payable shall be as calculated by **DBIT Mumbai/RIAEC** for using/availing facilities and infrastructure that arise against the R&D INNOVATION & ENRICHMENT AGREEMENT dated ..... signed by ..... and Donbosco Institute of Technology Mumbai. We the Directors/promoters shall keep DBIT Mumbai indemnified against all claims, losses, damages, costs, liabilities charges and expenses incurred, suffered or paid by DBIT Mumbai relating to the acts and omissions of the Promoters and employees of the Technology Partner company on its incorporation by reasons of having allowed the ..... promoted by us to use the R&D Innovation And Enrichment Centre. The Agreement made on ..... Day of ..... 20\_\_.

Signature:  
**(Name)**

Address: .....

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Witnesses: (Signature, Name, Father's name and Address)

1.....

2.....

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