

tbi@cce
TECHNOLOGY BUSINESS INCUBATOR
FACILITY USE AGREEMENT

This Agreement is made on 2nd day of February, 2021, by and between Christ College of Engineering, Irinjalakuda and its tbi@cce together known as “**TBI**” and “_____”.

WHEREAS, the tbi@cce, an initiative by Christ College of Engineering, Irinjalakuda, has been set up to promote Innovation and Entrepreneurship by nurturing promising ideas in technology in various disciplines of science and engineering into products, processes and services for viable commercial exploitation for the benefit of society. The setup facilitates incubation of new enterprises with innovative technologies by admitting them into TBI and providing them with infrastructural, engineering and networking support and services; and

WHEREAS, SECOND PARTY is a Kerala Technology Innovation Company that is engaged in research and development in the area of recruitment and global staffing, intends to connect employers and employees through online platform thus providing the employment opportunities for deserving candidates and has incubation connection with TBI.

WHEREAS, SECOND PARTY is interested in occupying physical space in TBI in order to promote that interaction;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties do hereby agree to the use of certain designated TBI facilities by SECOND PARTY on the terms and conditions set out below.

WITNESSETH:

The TBI does hereby grant and give its consent and permission for SECOND PARTY to use and occupy for the purposes set out in this agreement. The following described office space located in TBI of the college campus, to wit: Cubicle [number] for 100% occupancy and conference rooms when permission is granted by TBI in accordance with policies and procedures for reserving conference rooms within the TBI facilities.

SECOND PARTY will accept the rooms in their "as-is" condition. The Cubicle listed above has initially been allocated for SECOND PARTY use. TBI may, however, at its sole discretion, re-allocate different Cubicle to SECOND PARTY from time to time, but will notify SECOND PARTY 30 days in advance with respect to such different Cubicle assignments. Upon notification by, SECOND PARTY will be required promptly to move all of its belongings to its newly assigned Cubicle and surrender its old Cubicle to the TBI in accordance with this Agreement. If SECOND PARTY fails to move promptly, then TBI may move its belongings to the new Cubicle at SECOND PARTY’S sole expense.

The TBI's consent and permission is given subject to and dependent upon SECOND PARTY agreeing to the following terms and conditions:

1. Nature of use: SECOND PARTY must use the accommodation for office space for office purposes only, and only for the business stated in Attachment A. Retail use in any form is not permitted. SECOND PARTY may not carry on a business that competes with the TBI's mission of providing facilities, mentoring, strategic and operational support for high-tech startup companies. Violation of any of these terms is cause for immediate termination of this Agreement by TBI pursuant to section 3.

SECOND PARTY may carry on its business only in its name or in another name that TBI approves in writing in advance. SECOND PARTY may use the TBI address as its business address.

2. Term: This Agreement is valid from _____ to _____, (365 Days) and will automatically terminate unless it is extended in writing. TBI reserves the right to increase monthly space utilization and other fees, but will provide SECOND PARTY with at least 30 days' notice of any such increases. The maximum stay for SECOND PARTY in the designated space is not to exceed 2 years. If TBI is no longer able to provide the services and accommodation at the facility stated in this Agreement then this Agreement and SECOND PARTY occupancy at the TBI facility will end immediately and SECOND PARTY will only have to pay standard fees up to the date that it ends and for the additional services it has used.

3. Termination: Consistent with the month-to-month nature of this Agreement either party can terminate this Agreement and occupancy of TBI space at any time by giving at least 30 days' notice to the other. Any such notice may be given at any time, and need not be given at the end of a monthly period.

TBI may end this agreement and occupancy of the TBI space immediately by giving SECOND PARTY written notice if:

- SECOND PARTY is in arrears in any of its payment obligations to TBI for a period of 30 days or more, unless SECOND PARTY has written approval by either the authorities of TBI to defray some or all of its payment obligations;
- TBI has a reasonable basis to believe that SECOND PARTY may not be able to pay fees to TBI on time;
- SECOND PARTY is in breach of one of its obligations that cannot be remedied or as to which TBI has given SECOND PARTY notice to remedy but which SECOND PARTY has failed to remedy within 14 days of that notice, or;

- SECOND PARTY conduct, or the conduct of someone who is at the TBI facility with SECOND PARTY permission or at SECOND PARTY invitation, is incompatible with ordinary office use or space use as specified by TBI.

If TBI terminates this Agreement for any of those reasons, SECOND PARTY is liable for all of the outstanding obligations that SECOND PARTY may owe TBI, and SECOND PARTY must:

- pay for any additional services that SECOND PARTY has used, and
- indemnify TBI against all costs and losses that the TBI may incur as result of the termination.

When this agreement terminates, SECOND PARTY shall vacate the accommodation immediately, leaving it in the same condition as it was when SECOND PARTY took it, reasonable wear and tear excepted. If SECOND PARTY leaves any of its property in the TBI facility, then SECOND PARTY hereby agrees that TBI may dispose of it as abandoned property at SECOND PARTY'S sole risk and expense without TBI being liable for it or for any proceeds that TBI receives from selling it. SECOND PARTY shall be responsible for any costs of disposal that TBI may incur as a result of SECOND PARTY leaving property in the TBI facility.

If SECOND PARTY continues to use the TBI facility after this Agreement has ended, then SECOND PARTY is responsible for any direct, indirect or consequential cost, loss, claim or liability that TBI incurs as a result of SECOND PARTY'S failure to vacate on time. In addition, TBI reserves the right to assess SECOND PARTY a surcharge of up to 100% of its normal fee, in addition to standard space utilization and other fees, if SECOND PARTY continues to use the accommodation after this Agreement terminates.

4. TBI/SECOND PARTY Point of Contact (POC): TBI's POC shall be tbi@cce, Christ College of Engineering, Irinjalakuda, Kerala 680125
SECOND PARTY's POC shall be _____

5. Office Services: So long as SECOND PARTY is in compliance with this Agreement, TBI will provide the following office services during normal operating hours, Monday through Saturday:

- Normal cleaning (usually provided in the evening, after normal operating hours).
SECOND PARTY is responsible for any additional cleaning above what is normally provided.

So long as SECOND PARTY is in compliance with this Agreement, TBI will normally provide the following services 9:00 am to 5:00 pm, 6 days per week:

- lighting and electrical power;
- use of meeting and conference rooms, subject to availability and advance reservations; and

So long as SECOND PARTY is in compliance with this Agreement, the following services are available for an extra charge in accordance with TBI published rates, which are subject to change from time to time:

- telephone sets, line and usage;
- internet access;
- printers;
- computers;
- maintenance;

SECOND PARTY will adhere to all applicable TBI policies relating to the provision of the services listed above. It shall be the responsibility of SECOND PARTY to become familiar with applicable TBI policies and to make SECOND PARTY'S employees familiar with such policies.

6. Fees for services: The standard fee, as set out in Attachment A hereto and as may be modified as provided above, are invoiced on the 5th day of next month and payable by the 10th day of the same month. For a period of less than a month, the fee will be apportioned on a daily basis. SECOND PARTY agrees to promptly pay (a) all sales, use, excise and any other taxes and license fees imposed on it by any governmental authority (and, at TBI request, will provide to TBI evidence of that payment); and (b) any taxes paid by TBI to any governmental authority that are attributable to the TBI facilities provided hereunder, including, without limitation, any gross receipts, space utilization and occupancy taxes, or tangible personal property taxes.

Fees for additional services, as set out in Attachment B hereto and as may be modified as provided above, are invoiced on the 5th day of next month and payable by the 10th day of the same month.

If SECOND PARTY does not pay fees when due, TBI may charge 18% interest on the amounts outstanding. If SECOND PARTY is in arrears in its obligations to us for a period of 30 days or more, TBI may immediately terminate SECOND PARTY'S agreement and occupancy at the TBI facilities, as provided in section 3.

In addition to any other remedies that TBI has under this Agreement or applicable law, TBI may withhold any or all services (including denying SECOND PARTY access to the facilities provided hereunder) during any period that SECOND PARTY is in breach of this Agreement.

7. Care of and Improvements to Premises: SECOND PARTY must take good care of all areas of the TBI facilities allocated to SECOND PARTY hereunder, including TBI equipment, fittings and furnishings that SECOND PARTY uses. SECOND PARTY shall be liable for any damage caused by it, its employees, or other representatives, or by those who visit the TBI facilities with SECOND PARTY permission or at SECOND PARTY invitation. SECOND PARTY will not make any alterations, additions, improvements, or changes in the TBI facilities provided hereunder, nor will SECOND PARTY make changes to the outside of the building or permit the same to be changed, without first obtaining the written consent of the TBI prior to the commencement of the work. No signs of any character shall be erected on the Premises or exterior of the building until the consent thereto in writing is first obtained from the TBI. SECOND PARTY may not install any cabling, IT or telecom connections without TBI written approval in advance, which TBI may refuse at its absolute discretion.

8. TBI's Responsibilities: TBI agrees to keep all electrical wiring, water pipes, water closets, drains, sewer lines and other plumbing on said Premises in good order and repair and will make such repairs, modifications, and replacements as may be required. In the event repairs are required SECOND PARTY shall promptly notify the Project Manager of the need for repair and the nature of the problem. The TBI shall respond to request for repairs in a reasonable manner based upon the seriousness of the problem or repair, availability of parts or materials, and workforce availability and other scheduling issues. SECOND PARTY agrees to pay for all repairs that result from the neglect or abuse of the Premises by SECOND PARTY or any of its employees, invitees, or guests.

9. Taxes: SECOND PARTY shall be responsible for paying and discharging any taxes, rents, charges or fees levied against the operation of its business or any of its personal property or equipment placed upon or installed in the Premises.

10. Condition of Premises: Nothing herein contained shall be construed as a warranty that said Premises are in good condition or are fit or suitable for the use or purpose for which they are used and occupied. The TBI has made no representations or promises with respect to the Premises except as herein expressly set forth and the Premises is provided in an AS IS condition. SECOND PARTY or Company representative has examined the Premises and accepts the same in the physical condition in which the same now exists except as otherwise expressly provided herein.

11. Requirements of Law and TBI Policy: SECOND PARTY must comply with all relevant laws and regulations, issued from time to time of the TBI. These rules and regulations include but are limited to compliance with export control regulations, the use of

human subjects in research, use of animals in research, biohazards, and biosafety, and the rules of TBI set out on Attachment C.

SECOND PARTY must not do anything that may interfere with the use of any TBI facilities by others, cause any nuisance or annoyance, or cause loss or damage to TBI buildings or facilities. SECOND PARTY acknowledges that (a) the foregoing terms are a material inducement to TBI in order to execute this Agreement and (b) any violation by SECOND PARTY of the foregoing terms shall constitute a material default by SECOND PARTY hereunder, TBI to immediately terminate this Agreement pursuant to section 3. SECOND PARTY agrees to indemnify, defend and hold TBI harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses that may arise during or after the term of this Agreement arising or resulting from any violation by SECOND PARTY of any state, local or federal law or regulation.

12. Site and Security Rules and Regulations: SECOND PARTY shall at all times comply with all applicable TBI rules and policies regarding site and security rules and regulations in effect in for the TBI facilities provided hereunder. Any keys or entry cards ("badges") that TBI allows SECOND PARTY to use remain TBI property at all times. SECOND PARTY may not make any copies of them or allow anyone else to use them TBI consent. Any loss must be reported to the TBI immediately, and SECOND PARTY must pay the cost of replacement keys or cards and for changing locks, if required.

13. Liens: SECOND PARTY shall not allow any lien for work, labor, service, or material to be filed against the facilities provided hereunder or to any improvement which may hereafter be made upon the same. Any such lien or other encumbrance so filed shall be discharged or removed by SECOND PARTY within thirty (30) days of the filing or attaching, in default of which TBI may discharge said lien in full without obligation to inquire into the validity of the lien, and SECOND PARTY shall promptly reimburse TBI for all sums expended in securing discharge of lien. SECOND PARTY shall have the right to contest such lien or encumbrance with due diligence, but in such event, shall first notify TBI and at TBI's request shall furnish surety bond with a Company that is satisfactory to TBI to protect TBI in event contest is unsuccessful.

14. Assignment and Subletting: SECOND PARTY may not allow another person, company or organization that is not listed on Attachment A to occupy or use all or part of TBI facilities without the prior written consent of the TBI, which consent may be given or withheld in the TBI's absolute discretion. Any contemplated use or occupancy by any other person, organization or company that is to take the place of SECOND PARTY use of the TBI facilities or is to result in the person, organization or company paying SECOND PARTY a fee for the use is strictly prohibited.

15. Indemnification: For purposes of this Agreement, the term “Persons Indemnified” includes the TBI, its affiliated foundations and each of their respective trustees, directors, officers, employees, and agents.

SECOND PARTY shall indemnify, hold harmless and defend each person or entity of the Persons Indemnified from and against any and all loss, damage or liability resulting from demands, claims, suits, or actions of any character presented or brought for any injuries (including death) to persons and for damages to property caused by or arising out of any negligent (including strict liability), wanton, or intentional act or omission of SECOND PARTY, any of its subcontractors, invitees, anyone directly or indirectly employed by any of them or anyone for whose acts any one of them may be liable, in any way associated or connected with the performance of SECOND PARTY’s business activities and operations or its obligations under this Agreement in whatever manner the same may be caused, and whether or not the same be caused by or arise out of the joint, concurrent, or contributory negligence of any person or entity of the Persons Indemnified. The foregoing indemnity shall include, but not be limited to, court costs, attorney’s fees, costs of investigation, costs of defense, settlements, and judgments associated with such demands, claims, suits or actions. The indemnity provided in this Section is intended for the benefit of Persons Indemnified.

In addition to SECOND PARTY’s indemnity obligations set forth above, SECOND PARTY shall be liable for the costs of repair or replacement of TBI property which is directly damaged by any negligent (including strict liability), wanton or intentional act or omission of SECOND PARTY hereunder. SECOND PARTY shall not, however, be liable for any property damage caused by or in connection with any defect in the facilities provided hereunder, or the drains, plumbing, wiring, electric equipment or appurtenances, or caused by or growing out of fire, wind, leaks, seepage, rain or other cause beyond the reasonable control of SECOND PARTY.

16. Access to Premises: The TBI and its representatives shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting same or for making repairs, additions or alterations, or for the purpose of exhibiting same to others.

17. No Waiver: No delay or omission of the exercise of any right by either party shall impair any such right or shall be construed as a waiver of any default or as acquiescence therein. One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. All remedies provided for herein shall be construed as cumulative and shall be in addition to every other remedy otherwise available to the parties.

18. Amendment: This Agreement may be amended only by a writing duly executed by both parties.

19. Counterparts: This Agreement may be executed in multiple counterparts (no one of which need contain the signatures of more than one party hereto so long as each party hereto executes at least one such counterpart), each of which shall be deemed an original and all of which, when taken together, shall constitute and be one and the same instrument.

20. Captions: The paragraph headings of this Agreement are for convenience only and are not intended, and shall not be construed to alter, limit or enlarge in any way the scope or meaning of the language contained in this Agreement.

23. Governing Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the country, without regard to conflicts of law principles. All disputes are subject to Thrissur jurisdiction.

IN WITNESS WHEREOF, the TBI and SECOND PARTY have duly executed this Agreement as of the day and year first above written.

CHRIST COLLEGE OF ENGINEERING
FOR AND ON BEHALF OF tbi@cce

By : Christ College of Engineering and its tbi@cce
Name : Fr. John Paliakara
Title : Executive Director
Date : _____

SECOND PARTY

By :
Name :
Title :
Date :

Witness

1)

2)

**Attachment A:
tbi@cce Facility Use Agreement**

Client Details

Company Name	
Contact Person	
Telephone	
E-mail	

Nature of the Business

Online recruitment & staffing

Initial Space Allocation

Number of Cubicles	Virtual Space
Cubicle Number Allocated	Virtual Space

Space Utilization fee per calendar month:

Rs 2000 per seat x 1 = Rs 2000 towards virtual space utilization fee per month.

Cash Performance Bond paid: Rs 10000

Initial period for which the agreement lasts

Start Date (MM/DD/YYYY): _____

End Date (MM/DD/YYYY) : _____

On behalf of

Christ College of Engineering
and its tbi@cce

Signed:

Name:

Title:

Date:

Signed:

Name:

Title:

Date:

Attachment B:
tbi@cce
Technology Incubator Facility Use Agreement:
Additional Fees

Security deposit

Before commencement of the incubation period, the incubatee has to pay, a refundable security deposit of **Rs. 10000**. The amount would be returned at the time of exit from the incubator – provided the incubatee has a normal exit.

[Normal Exit-

- 1) The predetermined time of incubation ends. According to this criterion, a normal exit can occur at the end of the period indicated in the agreement.
- 2) Either the incubatee or TBI decides to end the period of incubation. For both situations, the party initiating the termination would provide the other with a month's advance notice.]

FEE STRUCTURE			
	Students	Staff	Others
Security Deposit	Rs 2000/-	Rs. 10000/-	Rs. 10000/-
Virtual Space Utilization Fee/month	free	Rs. 1000 per chair	Rs. 2000 per chair
Internet	Free	Free	Free
Lab (instruments)	Department Availability	Department Availability	Department Availability
Library	Free	Free	Free

**Attachment C:
RULES & REGULATION TO TBI**

1. Incubatees, its invitees or guests, shall not disturb other occupants of the building by making any undue or unseemly noise, or otherwise. Incubatees shall not, without TBI's written consent, install or operate in or upon the premises any machine or machinery causing noise or vibration perceptible outside the premises.
2. Incubatees shall not mark or drive nails or screws into the woodwork or walls, or paint or in any way deface the building or any part thereof, or the premises or any part thereof, or fixtures therein without consent of TBI. The expense of remedying any breakage, damage or stoppage resulting from a violation of this rule shall be borne by Incubatees.
3. Canvassing, soliciting and peddling in the building are prohibited and each Incubatee shall cooperate to prevent such activity. This is not to preclude industrial sales representatives. TBI reserves all vending rights.
4. Incubatees shall have the non-exclusive right, along with other Incubatees of the building, to use the parking area located on the land upon which the building is located, except for portions of the parking area necessary for entrances, exits, driveways, walkways, loading and unloading areas. TBI shall have the authority at any time to designate portions of the parking area for exclusive use by certain tenants in the building, or to regulate the use of the parking areas in general.
5. TBI assumes no responsibility for and shall not be liable for any damage resulting from any error in regard to any identification of Incubatees or its employees from admission to or exclusion from the building.
6. The TBI's responsibility for janitorial and other custodial services shall be limited to the exterior and common areas of the building, only if these areas are shared by other tenants. Otherwise the sole tenant shall be responsible. Reasonable care and caution shall be used by Incubatees to keep all shared facilities by tenants and administrators clean.

7. Incubatees shall exercise care and caution to insure that all water faucets, water apparatus and electrical apparatus are carefully and entirely shut off before Incubatees or its employees leave the building so as to prevent waste or damage. Incubatees shall be responsible for any damage to the premises or the building and for all damages or injuries sustained by other Incubatees or occupants of the building arising from Incubatees's failure to observe this provision.
8. TBI reserves the right to exclude or expel from the building any person who, in the judgment of the TBI, is under the influence of liquor or drugs, or someone who brings in or stores any drugs on the premises, or who is, in the judgment of TBI, disturbing other Incubatees or TBI in any way or who shall in any manner do any act in violation of any of the rules and regulations of the building.
9. Incubatee agrees not to store any merchandise crates, goods, supplies or other materials of any kind outside the leased premises without special permission. Incubatee further agrees not to burn trash or other substances in or on the exterior of, the leased premises.
10. The water and wash closets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by Incubatees who, or whose servants, employees, agents, visitors or licensees, shall have caused the same.
11. Please contact TBI Coordinator to reserve the conference room and obtain the key to the room. Incubates should put the chairs and tables back in place and leave the rooms neat and ready for re-use when they are finished.
12. Regular business hours are from 9:00 a.m. until 7:30 p.m. Monday through Saturday. However, incubated Students may access the TBI only from 4:30 p.m. and during intervals. If Incubates need to access the TBI after 5:00 p.m., they must make arrangements with the TBI Coordinator. Client employees will not have access to the Student Business Incubator on weekends.
13. Guests of Incubatees shall only be permitted in the TBI to conduct business. Incubatees are responsible for their guests. Incubates must escort guests at all times while in TBI.

14. Incubatees, its invitees or guests showing discourtesy towards students and staff of Christ College of Engineering will be severely punished and will be expelled from TBI.
15. TBI and Christ College of Engineering assume no responsibility for information/data transmitted or accessed over the college network including any violations of laws of any state or country with regard to trademark, copyright, patent, libel, slander, and privacy of electronic data communications. Clients shall hold harmless and indemnify The Curators of the TBI and Christ College of Engineering against claims made as a result of information/data transmitted or accessed in such a manner. It is recognized that interruptions in service can occur for a number of reasons. TBI will make efforts to minimize such interruptions, but TBI shall not in any event be liable to Incubatees or others for any loss, damage or expense of any kind whatsoever, including lost profits and indirect and consequential damages resulting directly or indirectly from such interruptions.
16. The TBI and its representatives shall have the right to enter upon the Premises at all reasonable times for the purpose of inspecting same or for making repairs, additions or alterations, or for the purpose of exhibiting same to others.
17. Incubates shall upon expiration or earlier termination of its use of Premises, surrender the Premises to TBI free from the presence and contamination of any Hazardous Substance.
18. TBI shall not be responsible to Incubates for the non-observance or violation of any of these Rules and Regulations by any other tenant. TBI reserves the right to make such other reasonable rules and regulations as may be necessary or appropriate, in TBI's sole judgment, for the safety, care and cleanliness of building, and for the preservation of good order therein. Subsequent rules and regulations shall be binding upon the parties hereto the same as if inserted in this lease at the time of execution.