

Government of Jharkhand

PERFORMANCE AGREEMENT

THIS AGREEMENT is made on the ____ day of _____, 20____ between THE GOVERNMENT OF JHARKHAND represented through its Secretary, Department of IT and e-Governance, (hereinafter called "DOIT") and _____ (hereinafter called "College/University/Institute") represented through _____ having its registered office at _____.

In consideration of the mutual promises and agreements of the above parties hereto, as hereinafter set forth, it is agreed as follows:

1. PERFORMANCE:

Measure	Activities the Incubation Center/Company will Undertake to Achieve Outcome
1. Number and percent of incubates/ Startups to be incubated	<ol style="list-style-type: none">At least 20 new incubatees to be nurtured by the selected academic institution every year for 5 (five) years for availing complete grant of INR 50 Lacs per year as incentive.Prorate incentives will also be available to the colleges/ universities/ institutes as per the Jharkhand Startup Policy 2016 and as amended from time to time. The incentives payable as decided will be as follows:<ul style="list-style-type: none">5 (five) new Incubatees accepted in the financial year- INR 10 lacs payable as incentive to colleges/ universities/ institutes10 (ten) new Incubatees accepted in the financial year- INR 22 lacs payable as incentive to colleges/ universities/ institutes15 (fifteen) new Incubatees accepted in the financial year- INR 35 lacs payable as incentive to colleges/ universities/ institutesThe incubatees who will qualify for incentive have to be selected through a process as designed by the State Evaluation Board (SEB). The approval on count of successful incubated Startup will be duly approved by State Evaluation Board (SEB).The incubates can be students/ alumni of the institute not necessarily domicile of Jharkhand. But, Startup/ a unit of Startup so formed by the incubatee must be registered in Jharkhand for operations.

<p>2. Infrastructure to be provided to the Incubatee by the college/ university/ institute</p>	<ol style="list-style-type: none"> 1. The Incubation center must have at least 2000 sq. ft. of built up space with a lease period of 15 years for academic/ R&D institutions. Whereas companies and individuals should have a minimum lease of 9 years. 2. State Government shall endeavour to facilitate min. 2000 sq. ft. space at subsidized cost as an when available on request by the institute (not having required space) at the discretion of State Government 3. The college /university / institute shall provide the Incubatee start-ups and innovators with separate well-appointed co-working office space as per requirements of incubatees. 4. Internet & basic IT facilities: Unlimited, 24x7x365, Wi-Fi and LAN connectivity with desktop computers and common printing / scanning facilities 5. Auditoriums: Access to auditoriums available across the college/ university/ institute campus for incubates. 6. Conference halls: Access to conference halls of different sizes, from 10-seater to 20-seater 7. Laboratories: Access to all laboratories across the specialised departments. 8. Multimedia research centre: If available, access to the UGC-funded electronic multimedia research centre (EMMRC) in the university campus for producing industry-grade audio-visual content 9. Sports Complex: Incubatees shall have full access to university's state-of-the-art Sports Complex and Gymnasium for leisure 10. Any other specialized department that the university might have 11. Access to all other university departments and initiatives on request
<p>3. Number of mentors for Mentorship supported by the college/ university/ institute to the Incubatee</p>	<ol style="list-style-type: none"> a) The college/ University/ Institute shall take all efforts and initiatives to provide end-to-end mentorship and support to the incubatees. b) An in-house mentorship, under the oversight of 'Dean/ Professor/Lectures - Start-up Support' (a position to be created) shall be readily available at all times for incubatees for mentorship and support. c) These mentors may include the Vice Chancellor, Director, Deans of respective faculties, and Professors of the concerned departments, Assistant Professors of the concerned department, Heads of Accounts / Investments and their respective teams. d) These mentors shall also include the CEO, Vice-President-Growth, Vice-President-Ecosystem and Vice-President-Investments and their respective teams. (All positions to be created with industry, academia & State Government inputs).

	<ul style="list-style-type: none"> e) Given their ongoing interactions with ecosystem players and investors, they would be in a position to mentor the start-ups on a day-to-day basis. f) One mentorship session of a minimum of one hour at least shall be provided to each individual incubatee on every week. These mentorship sessions may be combined for longer topics and sessions. g) The Board of mentors shall be formed by the institute, comprising over at least 3 registered mentors, shall also be readily available for incubatees. The mentor board shall connect incubated start-ups and innovators at innovation center, to connect to experts, mentors, State Government Departments and professionals from across the industry spectrum. h) The mentor board constituted by the institute would connect the incubated start-ups and innovators at the college/ university/ institute to expert mentors. i) Training of Trainers: State Government Departments and professionals from across the industry spectrum will be asked to provide basic consultancy and hands-on problem solving to the academic persons involved in the incubation/startups at no-cost to incubatees. j) The mentors shall also be available for extensive arrangements with specific incubatees as deemed appropriate by incubatees and mentors in exchange for a fee. k) In order to facilitate a mentor board, the college/ university/ institute would reach out to alumni of other institute, top leadership and sector experts in State/ Central Government. l) Besides the in-house mentorship team and the mentor board, the incubation centre shall invite external subject experts regularly to interact with incubatees and provide hands-on support and mentorship in domains spread across the industry spectrum. m) Efforts shall be made to by the college/ university/ institution to reach out to start-up experts, experts from State Government departments, subject matter experts and management gurus from across the world, preferably from India and inviting them to spend some time with incubatees and address their issues.
<p>4. The Department of IT and E-Governance</p>	<ul style="list-style-type: none"> a) The incubator at college/ University/ Institute has been established by the State to support incubation, start-ups and innovations in Jharkhand. b) The College/ University/ Institute shall be supported by State Government as applicable in Jharkhand State Government policies or other notification/ orders issued time to time.

	<p>c) The DoIT & e-Gov. as a signatory to this Performance Contract shall undertake to honour its obligations wherein they are specifically detailed in this Performance Contract and pay fiscal incentives to the incubatees/ startups as detailed in the Jharkhand Startup Policy 2016.</p> <p>d) As per clause 2.2.2 of Jharkhand Start-up Policy 2016, the Government funded reputed and prestigious institutes of Jharkhand would be provided with a sum of as given herein. A private university/research institution may also get funding if it is operating in the State for more than 4 years of establishment. A maximum of 10 (Ten) institutions can be given this grant in the first year for setting up of incubation/ innovation centers.</p> <p>e) The college/ University/ Institute will be supported with both fiscal and non-fiscal incentives as applicable under the policy.</p> <p>f) An yearly appraisal of the number of incubatees which have been incubated by the contracted college/ University/ Institute and completed one year of incubation shall be done to adjust the incentive payable to the college/ University/ Institute accordingly.</p> <p>g) DoIT & e-Gov. shall coordinate with State Government's respective department(s), related to the sector of Start-up/ innovate and guide the Start-ups, founders and incubates on State Government schemes, policy support, clearances/ approvals required, certifications, processes and other related information for transparent governance and facilitate in grounding of projects.</p> <p>h) The DoIT & e-Governance, Government of Jharkhand will extend all support through Jharkhand Innovation Lab (JIL).</p>
5. Funding	<ol style="list-style-type: none"> 1. The first payment of Incentive of INR 50 lacs shall be paid as an advance to the State/ Central only colleges/universities/institutes. 2. This advance shall be replenished on a rotation by the State every year depending on the number of incubatees, duly approved by the State Evaluation Board, every financial year. 3. The company selected by the college/ University/ Institute for collaboration shall finance the balance. This financing can be out of the Corporate Responsibility of Business Funds set aside by the company.

2. INDEMNIFICATIONS:

The college/ university/ institute agrees to defend, indemnify and hold harmless the State Government, its departments, its officers, agents and employees, against all claims, demands, costs and expenses that State may sustain or incur by reason of any infringement or violation, or any alleged infringement or violation, of any copyright or proprietary right in the performance(s) defined hereinabove, or of any portion or portion thereof by the college/ university/ institute or the incubatee. The college/ university/ institute agrees to pay any and all royalties required to be paid on copyrighted material, to the State, its officers, agents and employees, to be held free of all liabilities therefrom. Further, shall conduct the college/ university/ institute business upon the premises so as not to endanger any person of the State lawfully thereon. The college/ university/ institute agrees to indemnify and hold harmless State, its officers, agents and employees, from and against any and all claims, demands, losses, liabilities, costs, or expenses of any nature whatsoever arising from or as a result of Incubatees use or occupancy of the premises, provided that such claims, demands, losses, liabilities, costs, or expenses are due or are claimed to be due to the wilful or negligent acts or omissions of incubatee. .

3. NON-PERFORMANCE TO BE CONSIDERED AS A DEFAULT:

The college/ university/ institute shall be liable for failure to perform, appear, present if such failure is caused by, negligence or wilful default on part of the college/ university/ institute. The total monies paid to the college/ university/ institute may be recovered by the State with a penal interest of 12% per annum.

The incubation center so formed will submit a detailed report every quarter end to DoIT and e-Gov., Government of Jharkhand, on the following points:-

- Incubation center infrastructure development and progress details for both physical and virtual (website or mobile applications) infrastructure at the incubation center.
- Details on Startup related Events/ Workshops/ Meetings/ Competitions/ Exhibitions/ others organized at the incubation center or at other locations by the incubation center in association/ collaboration with other agencies for both upcoming and concluded programs.
- Details of Startups getting incubated, status of each Startups and new Startups contacted by the incubation center.
- Details of partnerships/ joint venture/ collaboration/ association with other agencies such as Angel investors/ Institutions/ Industries/ Departments of State/ Central Government/ others for development of Startup ecosystem.
- Details of fund utilization of fund provided by DoIT and e-Gov., Government of Jharkhand to the incubation center as per Jharkhand Startup policy 2016.

4. Force Majeure Clause:

Any default due to, acts or regulations of public authorities, labour difficulties, civil tumult, strike, epidemic, interruption or delay of transportation service, acts of God, or any cause beyond the control of college/ university/ institute. Provided, however, that in the event such failure is occasioned by material breach of this Agreement by college/ university/ institute, the State shall reimburse college/ university/ institute for all out-of-pocket expenses incurred as a result of such breach.

5. TERM:

This Performance Contract shall be valid for 5 (five) calendar years.

IN WITNESS WHEREOF THE Parties have executed this Performance Contract on the day and year mentioned above:

For and on behalf of
Department of IT and e-Governance,
Government of Jharkhand.

For and on behalf of the
College/ University/ Institute- _____

Witness -
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Witness –
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