

CCS National Institute of Agricultural Marketing (An Autonomous Organization under Ministry of Agriculture & Farmers' Welfare, Govt. of India) Kota Road, Bambala, Pratap Nagar, Jaipur -302033, Rajasthan

CCS NIAM Agri Innovation & Incubation Centre



POLICY GUIDELINES FOR CO-WORKING SPACE

CCS NIAM is country's premier National Institute focused on Research, Education, Consultancy and Training in the field of Agricultural Marketing, and is also the Knowledge Partner for the implementation of RKVY- RAFTAAR Scheme of MoA&FW, Government of India mentoring 4 RKVY-RAFTAAR Agri-business Incubators (R-ABIs) including SKN Agriculture University, Jobner; Bihar Agricultural University, Sabour; National Rice Research Institute, Cuttack, Odisha and IIT Kharagpur, West Bengal covering 5 states viz. Rajasthan, Bihar, Orissa, Jharkhand and West Bengal working towards strengthening agri startup ecosystem in the country.

CCS NIAM is promoting, nurturing and flourishing the business of the agribusiness startups to provide social and economic benefits. Since its operation, it has not just trained and funded agri-startups but has created a safe haven for innovative agri-business ideas to grow and bloom as an agri-venture.

The centre was inaugurated by Shri Narendra Singh Tomar, Hon'ble Minister for Agriculture & Farmers' Welfare, Government of India.

Objective of Co-working Space

- Low cost co-working space with state of art facilities
- Encouraging peer learning
- Promoting collaborative R&D among Startups on different innovations
- Handholding with one-to-one mentorship by internal team
- Promote interaction with internal experts and faculty members
- Help in getting other kinds of techno-managerial expertise required that is not available within the Institute.
- Helping novel technologies and business ideas into viable commercial products or services.
- Promote technological and knowledge based innovative ventures that seek guidance from the professionals

Facilities

- 40 plug-n-play work stations with desktop computers
- High-speed internet connectivity
- Air-conditioning
- Power back-up backed by UPS and GD-set
- Conference Room
- Aesthetic false ceiling with energy efficient lights
- Display arena for Startups' products
- 24/7 security
- Parking space
- Lush green lawns and eco-friendly work environment
- RO Drinking Water and Toilets (Male-Female-Disabled), Reception Area

<u>Tariff</u>

A nominal amount of Rs. 4,000/- (Four Thousand Only) per seat per month is being charged from startups against facilities including Co-working plug-n-play work station, hi-speed internet, electricity, power back-up, water, security, etc.

Security Deposit

Equivalent to three months' rent of the co-working office space to be paid in advance to protect the wear-and-tear of work station. Any damage to the assets or facilities of CCS NIAM, may be recovered from security deposit, and any damage over and above security deposit may be recovered from startup.

General Rules and Terms & Conditions

- An APPLICATION FORM may be submitted by startup alongwith requisite supporting documents
- An AGREEMENT / MoU between the startup / incubate and CCS NIAM may be signed on a stamp paper of Rs. 500/-
- Duration of co-working space: 11 months
- Extension: Two months advance request but extension may be at sole discretion of committee/ advisory board/ management committee of CCS NIAM based on the performance / stage of startup
- Lock-in Period: 06 Months
- Payment Terms: One Month advance through NEFT and subsequent advance monthly
- Payment before 7th of each calendar month
- Termination: The Agreement can be terminated by either of the parties by giving a 2 months advance termination notice to the other party
- Electricity usage is only limited for running desktop, laptop and printers
- CCS NIAM, Jaipur shall have the right to inspect and examine the premises allotted to the startup, at any point of period/stay at the CCS NIAM premises.
- The startup shall undertake Research & Development, Design / Testing, Prototype development at CCS NIAM Jaipur premises but shall not carry out warehousing, & storage etc.
- On the completion of the co-working agreement or startup leaves CCS NIAM coworking space due to any other reason, all the furniture-fixtures, works station, and any other facilities provided shall be surrendered to CCS NIAM in good condition
- All costs incurred for such restoration to good condition shall be borne by the startup and in case CCS NIAM has to incur any further expenditure to get the equipment or the premises back into good condition then the same shall be recovered from the startup and/or its directors or promoters.
- All the visitors to the CCS NIAM Campus are required to sign in the visitor's register.
- The startup should observe that noise levels are kept at minimum and, no abnormal noise by their employees or visitors should be made. Any complaint of high noise level will result in appropriate action by CCS NIAM.

- The startup is required to observe health and safety standards. No hazardous material can be brought inside the campus without the prior approval of CCS NIAM. All the Incubatee companies are required to keep a first aid kit in the space provided to them.
- The startup or its employee cannot display notices or signage except in the space or Boards provided for such signage by CCS NIAM.
- It is the responsibility of the startup, and their employees to use the all / common facilities with due diligence and care.
- The startup shall be required to submit an audited financial statement to CCS NIAM office.
- The startup is required to keep the CCS NIAM informed about any visitor from abroad, foreign collaboration and/or foreign partner or director, and abide by the rules/procedures in vogue in the CCS NIAM, Jaipur.
- The startup is required to keep the CCS NIAM informed in advance and obtain their concurrence in writing for the following during the incubation period:
 - Change of Name of Incubation Company to any other form of legal entity
 - Any Major change in their incubation/business plans
 - Change in their ownership pattern
 - Change in their Board of Directors
 - o Disposal of assets
 - Striking off the company
- CCS NIAM reserves the right to release information regarding the Incubatee /the Incubation / the product or service to the media to promote CCS NIAM for non-commercial purposes.
- On issues wherein no rules and/or byelaws are clearly defined, shall be decided by the CCS NIAM on case-by-case basis.

Details of Incubatee / Employees of Startups

The startups are required to provide a list, as per the following format, of their full time and part time employees at least once in six months:

| S. No. | Name | Age | Sex | Full / Part time | Qualification & Experience | Designation | Sign |
|--------|------|-----|-----|---------------------|-------------------------------|-------------|------|
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Eligibility Criteria

- Applicant should be startup defined as per DPIIT, Government of India
- Priority may be given to startups working in Agriculture and Allied Sectors
- Priority may be given to CCS NIAM's funded and / or incubated agri startups

- Applications from startups shall be analysed and recommended by a committee/ advisory board/ management committee of CCS NIAM for allotment of co-working space.
- Co-working seats shall be allotted on first come first serve basis subject to availability of seats as per the recommendation by the committee/ advisory board/ management committee of CCS NIAM.
- The decision of committee/ advisory board/ management committee of CCS NIAM with regard to allotment of co-working space may be final and binding.

Exit from Co-working space

- After the completion of the agreement / MoU period, including extended period, if any.
- Termination: The Agreement can be terminated by either of the parties by giving a 2 months advance termination notice to the other party
- Irresolvable promoters' disputes in opinion of CCS NIAM, Jaipur on case-to-case basis
- Violation of any Statue, rules and regulations of CCS NIAM, Jaipur on case-to-case basis.
- 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.
- Startup plans for a public issue in the opinion of CCS NIAM, Jaipur on case-to-case basis.
- Change in promoters / founders' team in the opinion of CCS NIAM, Jaipur on case-tocase basis.
- Any other reason for which CCS NIAM may find it necessary for an Incubatee to leave.
- Subleasing or subletting of any kind of the space given by CCS NIAM is not allowed. Non-observance of this rule will result in immediate expulsion.
- Notwithstanding any issue/dispute pending between the startup and CCS NIAM, Jaipur at the time of completion of the agreed tenure of incubation period, or if given an exit notice by CCS NIAM the Incubatee must vacate the allotted space unconditionally.
- Notwithstanding anything written elsewhere, CCS NIAM decision in connection with the exit of an Incubatee company shall be final and shall not be disputed by any Incubatee company

Intellectual Property Rights

The Parties shall not be entitled to use the trademarks, logos or any intellectual property belonging to other Party and its affiliates in any manner without prior written permission of other party.

Assignment and Successors

Parties shall not assign, transfer or delegate all or any of their rights or obligations under the co-working agreement / MoU without the prior written consent of the other Party.

<u>Fraud</u>

CCS NIAM reserves the right to immediately suspend the services and/or terminate the Agreement if it is determined that the co-working facility or address is being used in connection with possible fraudulent activity or activity may be violation of laws or government regulations.

Insurance

The Member shall be responsible for its own insurance policies as relevant to cover its own equipment while using workspace. CCS NIAM is not responsible for theft of or damage to any of personal property for any other reason except when such theft or damage is caused by acts and omissions of CCS NIAM.

Arbitration

Any/all disputes between the parties shall be referred to a Sole Arbitrator to be mutually appointed by the Parties under the Indian Arbitration & Conciliation Act 1996 or any amendment thereto, whose decision shall be final and binding upon the parties. The place of arbitration shall be Jaipur and the language shall be English.

Jurisdiction and Governing Law

The agreement / MoU to be signed between parties for co-working, shall be deemed to have been concluded at Jaipur and the jurisdiction of the Courts of Jaipur only shall apply. The agreement / MoU shall be governed by, and interpreted and construed in accordance with, the laws of India without regard to conflicts of law principles that would require the application of any other law.

Office Responsible

The office responsible for co-ordination of all matters related to this co-working and for receiving of the notices or any other communication is:

Authorized Signatory

Chaudhary Charan Singh National Institute of Agricultural Marketing

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Disclaimer

The startup understands and acknowledges that CCS NIAM intends to provide support facilities to the startup in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies by incubating and supporting new enterprises. It is understood that by agreeing to provide various support and facilities, CCS NIAM does not undertake responsibility for:

- Ensuring success of startup, its products/ process/ services or marketability.
- Ensuring quality of support provided by CCS NIAM to the complete satisfaction of the Incubatee companies or their promoters/ founders.

• Ensuring quality of services of the consultants engaged by the Incubatee companies through CCS NIAM network. Incubatee companies will have to apply their judgments before getting in to a relationship with them.

The startup agrees that CCS NIAM or their employees shall not be held liable for any reason on account of the above.
