

TrEST Research Park Membership Manual

1. Introduction

This document specifies the procedure for admission of companies into the Park. Park will be catering to different types of companies having different objectives. All collaborative activities between the industry and the college may not really require that the company should be a Tenant in the Park. The physical space available in the Park should not also become a constraining factor in the collaboration activities. The park cannot give open ended commitment for unlimited free use of the college facilities to TrEST member companies. This Membership Procedure is made to fulfil these objectives.

2. Membership in TrEST Research Park

Companies who want to get more information about TrEST Park can fill up the online [Enquiry Form](#) (*Annexure – 1*) available on the www.trestpark.org website. Any company wanting to get associated with TrEST Park can become a member by following the membership procedure. The company can be an existing company or a start-up company. It can be a limited Co, LLP, partnership Co, proprietary Co, society etc. The company should be registered with Registrar of Companies, Registrar of Societies, Directorate of Industries or any other Government Body.

There will be three types of memberships

- Prospect Member
- Affiliate Member
- Regular Member

Any company interested in associating with the Park will be required to first apply to become a Prospect Member. Prospect members will have limited access to the facilities in the park and the college, which will be coordinated by the park staff. Prospect members will be assisted by the Park staff in formulating their project plans and interactions with the college faculty. Through these interactions the Prospect Member will be able to tie up with the Mentor Faculty and finalise the R&D proposal. At this stage the company can apply to become an Affiliate member or a Regular Member. The basic difference between the two is that the Regular Member will have a physical presence in the Park to pursue their activities and the Affiliate Member will not have any physical presence. It is mandatory that both types of members have a Mentor faculty from the college and are pursuing some joint research or development project. Both types of members will have access to all common facilities of the Park and the lab and other facilities of the College. Companies operating from Technology Business Incubator (TBI) of the College shall be considered as Affiliate members. It is assumed that the Affiliate members will eventually become Regular Members of the Park. Affiliate members and Regular Members are free to use the name of TrEST Research Park in their marketing, branding and other professional communications. But specific approval is required for using College of Engineering Trivandrum name.

3. Procedure for admission of members

Initially all members will be admitted as Prospect members. To become a Prospect member, the company will be required to fill up the Application form for admission – Prospect Members (*Annexure – 2*). This form will capture essential details about the company, promoters, management etc. and an outline of the project they want to pursue with the Park. The park management will evaluate the applications and admit the applications that are found to be in order (*Annexure -3*). It is expected that a Prospect member should finalise the project and apply to become an Affiliate member or Regular Member within a reasonable period of time, in any case not exceeding one year.

To become an Affiliate member or Regular Member the company should submit the Application form for admission – Affiliate/Regular Members (*Annexure -4*) enclosing a detailed R&D Proposal (*Annexure -6*) approved by the Mentor faculty. At this stage more details about the company, details of project team, source of funds, business plans etc. will also be collected. An evaluation committee with members from TrEST Park, CET and external experts will evaluate the application. The company, with the support of the Mentor faculty, will be required to make a detailed presentation to the evaluation committee. The committee will take a decision on admitting the company. The committee may also ask the company to rework the project or decide to reject the application. Companies admitted will be required to enter into necessary legal agreements with TrEST Park and sign the Mutual Non-disclosure Agreement (*Annexure -5*). Regular Members will be additionally required to enter into a Licence Agreement (*Annexure -7*) with the Park for the space they want to occupy in the park for pursuing the project. Regular Members can either take up their own space in the Park or become a member in the Park incubation centre. To become a member of the Park incubation centre they will have to go through the screening process of incubation as well.

4. Admission Criteria

4.1 General

- An applicant shall engage in technology intensive business and place knowledge-based innovation functions that encompass decision making, research, product and market development as a significant part of its operations in the Research Park.
- An applicant's operations in the Research Park should be environmentally friendly.
- An applicant's operations in the Research Park must contribute to the long term economic benefits to the State through the development, enhancement and / or application of innovation and technology.
- Application in the prescribed format (*Annexure – 4*) has to be submitted by the authorised signatory of the firm.

4.2 Specific Criteria

Companies should be engaged in any of the following activities:

- Research and development of products, services and processes including market research, product management and related activities.
- Individual/Institution/Corporate entities who are interested in taking up applied research activities using the facilities offered by TrEST Research Park.
- Product or process engineering, qualification and related pilot product and production support activities.
- Inward investing companies who wish to start up and expand in the State and plan to engage activities listed above.
- Embryo and start-up companies planning to engage in the above listed activities. (Examples are companies growing out of university research activities or incubation programmes or companies founded by entrepreneurs within the Research Park.)

Applicants meeting the above criteria should submit an R & D Proposal (Annexure – 6) for review after signing mutual Non-Disclosure Agreement (Annexure – 5).

R & D proposal should contain:

- Proposals for substantial use of Institutional facilities and personnel. It should also contain proposals for seminars and workshops that encourage the exchange of technical information.
- Financial sources for the proposed R & D activity.
- Credibility of the applicant in the area of research activities proposed.
- Benefits to the Institution, faculty and students in terms of patents, publications, internship and teaching.

Priority will be given to companies who:

- Are leaders (actual or potential) in innovation technology, brand recognition, market coverage and / or operation excellence.
- Have a long term commitment to building technology competence in the State through investment in people and intellectual property.
- Provide a significant number of high value-added innovation and technology jobs locally.
- Are engaged in various areas of Engineering Technology.

Consideration will be given for Professional Service Providers who can contribute towards achievement of objectives of the Park like;

- Consultancy; Management; Business; Technology; Innovation; Intellectual Property; Marketing & Branding; Testing & Certification and Human Resources.
- Education and Training.
- IT Outsourcing.
- Product Design, Branding and Packaging.
- Logistics, Supply Chain Management and Sourcing.
- Contract Research.

5. Screening Criteria

Proposal should be submitted in the prescribed format (Annexure–6). Proposal will be screened for completeness by TrEST Park management. An Evaluation Committee with experts from R & D, Industry and Institutes shall evaluate each proposal. Applicant has to make a presentation of the proposed research programme before the Evaluation Committee. Based on the recommendation of the evaluation committee the park management will take a decision on the application. Possible admission decision should be as follows;

- Acceptance for immediate admission
- Pre admission for a short period to come with a viable R & D plan in association with the Institution.
- Conditional Acceptance
- Rejection of the application.

6. Fees to be paid

All members, except Prospect members, are expected to pay an annual membership fee prescribed by the Park management from time to time. The Regular Members will also pay the licence charges proportional to the space occupied by them as specified in the licence agreement entered by them with the Park. Members will pay the subsidised rates applicable, for the Park common facilities like conference halls, meeting rooms, seminar halls, guest houses etc. based on the usage. Regarding the lab and other facilities in the college the members will pay a subsidised rate wherever published rates are available. In cases where such rates are not available, a nominal rate as agreed on a case to case basis with the college authorities will be charged, depending on the purpose and duration of usage, with the broad objective to cover the costs to the college.

7. Templates to be used

1. Annexure 1 - Enquiry Form
2. Annexure 2 - Application form for admission – Prospect Members
3. Annexure 3 - Acceptance Letter for Prospect Member
4. Annexure 4 - Application form for admission – Affiliate/Regular Members
5. Annexure 5 - Format for Non-disclosure Agreement
6. Annexure 6 - Format for R&D Proposal
7. Annexure 7 - Format for Licence Agreement

4th May 2016

TrEST Research Park
Enquiry Form (Annexure -1)

Name of organisation:

Name of person:

Contact Mob:

Email:

Address for correspondence:

Activity of the organisation:

Location:

Number of employees:

What would you like to do with TrEST Research Park:

Thank you for your interest. Kindly send the enquiry form duly filled up to TrEST Research Park, School of Management campus, College of Engineering , Trivandrum – 695016 or submit online on www.trestpark.org by clicking the link.

TrEST RESEARCH PARK

Application for admission Prospect Members (Annexure -2)

(Filled up application may be sent to TrEST Research Park, School of Management building, College of Engineering Trivandrum, Trivandrum – 695016, Kerala)

(Note: Additional paper or Annexure can be attached wherever necessary and that should be mentioned in the main application form in the appropriate place)

- 1. Name of Organization :

- 2. Type of organization : Ltd Co/LLP/Partnership/Proprietary/Society/Others
(Specify)

Details of Registration

:

- 3. Applicant’s Name :

Designation :

- 4.(a) Address (Permanent) :
.....
.....
.....
.....

E-mail:

Mobile:

- 4.(b) Address (Correspondence) :
.....
.....
.....
.....

E-mail:

Mobile:

5. Technical/Business area of Operation of the Organization :
(Attach brochures/ write ups if available)
6. Geography of operation of the organization : State National International
7. Organizational structure (give names and designation of top management staff) :
8. Technical Competence of Staff :
(Attach Resume of core staff)
9. Industrial Experience (Attach details of projects/contracts/work executed) :
10. Research & Development Experiences (Attach details of R&D projects taken up) :
11. Number of patents/IPR/Trade-marks held (Attach details) :
12. Marketing experience (Attach details) :
13. Type of research/development work proposed to be done (Attach a one page write up on the work intended to be done) : Product development/Technology development/
Product improvement/ System integration/Process improvement/ Others (Specify)

14. Department/s likely to be associated in CET :

15. Probable benefits to the Faculty & students of CET with the R&D proposal :

I/We representing in the capacity of hereby declare that all the particulars given above are true and correct to the best of our knowledge and belief.

I/We representing in the capacity of hereby guarantee that we will comply with all the legal requirements and myself/we or my/our employees will not indulge in any action that is against any established law or rules and regulations of College of Engineering Trivandrum or that will tarnish the image of TrEST Research Park or College of Engineering Trivandrum.

I am authorized to sign the documents on behalf of

Signed this day of at

Signature of Authorised Signatory

FOR OFFICE USE

Application No :

Application received by

Signature :

Date :

Name :

Designation :

Application evaluated by:

Date of meeting of evaluation committee:

APPROVED / REJECTED

If rejected, reason for rejection:

If approved, recommendations:

Signature, Name

1. Technical Officer, TrEST

2. TrEST Coordinator, CET

3. CEO, TrEST

**TrEST RESEARCH PARK
APPLICATION FOR ADMISSION AFFILIATE / REGULAR MEMBER (Annexure -4)**

Application No:

Date:

(Note: Additional paper or Annexure can be attached wherever necessary and that should be mentioned in the main application form in the appropriate place)

1. Name of Organization :

2. Details of Prospect Member Ap- : Application Number:
plication : Application Date :

3. Applicant's Name :

Designation :

4.(a) Address (Permanent) :
.....
.....
.....
.....

E-mail:

Mobile:

4.(b) Address (Correspondence) :
.....
.....
.....

E-mail:

Mobile:

5. Technical/Business area of Operation of the Organization :
(Attach brochures/ write ups if available)
6. Geography of operation of the organization : State National International
8. Organizational structure indicating roles and responsibilities (Attach)
9. Academic Competence of Staff :
(Attach Resume of core staff)
10. Industrial Experience (Attach details of projects/contracts/work executed) :
11. Research & Development Experiences (Attach details of R&D projects taken up) :
12. Number of patents/IPR/Trade-marks held (Attach details) :
13. Do you have any value-added innovations (If yes, attach details) :
14. Marketing experience (Attach details) :

15. Whether detailed R&D Proposal : Yes No
submitted (Attach the R&D Proposal in the given format with approval from the Mentor Faculty)
16. Whether the proposed R&D : Yes No
work and the activities in Research Park are eco friendly
17. Name, designation and department of Mentor Faculty from CET :
18. Whether the consent letter from : Yes No
Mentor Faculty is attached
19. Institutions/Research Centres :
other than CET with which association is intended, to carry out the R&D in the Research Park
20. Departments and Facilities of :
CET that are intended to be used for the R&D work proposed
21. Likely date of completion of the :
R&D project
21. List out the probable benefits to :
the Faculty |& students of associating Institutions with the R&D proposal

22 Likely benefits to the company :
on success of the R&D project
(Quantify in terms of new busi-
ness, new markets, competitive
advantage, higher profits etc)

23 Likely economic benefits to the :
State from the project (Employ-
ment generation, Revenue etc)

23 Will you need incubation facili- :
ties in the Park? If yes, number
of seats

23. Probable area (in Sq.ft) required :
in the Research Park for setting
up your facility. (Say "Not Re-
quired" if you want to become
an Affiliate Member only)

24 Whether the Non Disclosure
Agreement properly executed is
attached

I/We representing
..... in the capacity of hereby
declare that all the particulars given above are true and correct to the best of our knowledge and be-
lief.

I/We representing
..... in the capacity of
hereby guarantee that we will comply with all the legal requirements and myself/we or my/our em-
ployees will not indulge in any action that is against any established law or rules and regulations of

College of Engineering Trivandrum or that will tarnish the image of TrEST Research Park or College of Engineering Trivandrum.

I am authorized to sign the documents on behalf of

Signed this day of at

Signature of Authorised Signatory



FOR OFFICE USE

Application received by :

Signature :

Date :

Name :

Designation:

Application evaluated by:

Date of meeting of evaluation committee:

APPROVED / REJECTED

If rejected, reason for rejection:

If approved, recommendations:

Signature, Name & Designation

- 1.
- 2.
- 3.
- 4.

TrEST RESEARCH PARK
R & D PROPOSAL FORMAT (Annexure -6)

EXECUTIVE SUMMARY (Brief outline of the project)

Company proposing the project (Name, ownership, products, location, size etc)

Proposed project

Technology area

Target/Potential market

Commercialization plan

THE RESEARCH PROPOSAL

Promoters/Management team

Legal status, nature of business, ownership pattern

Evolution of business since incorporation

Industry Profile

Company's current position vis-a-vis the industry

Expertise & skill levels

Financial performance and position (over last 3 years)

Details of funding i.e., source and use of funds (over last 3 years)

Shareholding pattern

Existing business

Detailed write-up on the existing business

Analysis of the industry vis-à-vis the company

Core Competencies (i.e skills / strength contributing to sustainable competitive advantage)

Business interests of the group

References (Professional and Business associates)

Nature of the Present Proposal (in terms of new product development / enhancement of existing product/ market development/ etc)

SWOT Analysis

DETAILS OF RESEARCH PROPOSAL

Background of the proposal

Methodology adopted

Expected outcome of the proposal

Possibilities of Patent / IPR

Association details with Academics / Research Centres

Infrastructure requirements and plans

Manpower requirements and plans

Revenue model

Sustainability & Scalability of resultant business

Total requirements of funds

Means of Finance (Promoters Contribution, Venture Capital, Others)

Implementation schedule

Seminars and workshops proposed

Sensitivity analysis

Risk mitigation measures

DETAILS OF PROPOSED START-UP COMPANY

Board of Directors

Technical, Commercial and Financial feasibility

Funding plans

Organization Chart

Plans for retention of key project personnel in the start up

TrEST RESEARCH PARK
MUTUAL NONDISCLOSURE AGREEMENT (Annexure -5)

THIS AGREEMENT is made effective as of the date of last signature below by and between "-----
-----", having its principal place of business at..... (**"First Party"**) and

TrEST Research Park, a company established by the Government of Kerala, (Registered under Section 8 of the Companies Act 2013), having its registered office at College of Engineering Trivandrum, Sreekaryam Kulathoor Road, Trivandrum 695016 and having its principal place of business at TrEST Research Park Campus, College of Engineering, Trivandrum – 695016(**"Second Party"**) .

Purpose. The First Party and Second Party wish to explore a business possibility under which each may disclose its Confidential Information to the other.

Definition. "Confidential Information" means any information, technical data or know-how, including, but not limited to, that which relates to research, products, services, customers, markets, software, developments, inventions, processes, designs, drawings, engineering, marketing or finances, disclosed orally or in written or electronic form, and which is marked or identified by the disclosing party as "proprietary" or "confidential". Confidential Information does not include information, technical data or know-how which -

- i) is in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to the time of disclosure; or
- ii) prior or after the time of disclosure becomes part of the public knowledge or literature, not as a result of any inaction or action of the receiving party, or
- iii) is approved for release by the disclosing party, or
- iv) is independently developed by the receiving party without the use of any Confidential information of the other party.

Non-Disclosure of Confidential Information. The First Party and Second Party each agrees not to use the Confidential Information disclosed to it by the other party for its own use or for any

purpose except to carry out discussions concerning and the undertaking of any business relationship between the two. Neither will disclose the Confidential Information of the other to third parties or to the first party's employees except employees who are required to have the information in order to carry out the, contemplated business. Each has had or will have employees to whom Confidential Information of the other is disclosed sign a Non-Disclosure Agreement in content substantially similar to this Agreement and will notify the other in writing of the names of the persons who have had access to Confidential Information of the other party. Each agrees that it will take all reasonable steps to protect the secrecy of and avoid disclosure or use of Confidential Information of the other in order to prevent it from falling into the public domain or the possession of unauthorized persons. Each agrees to notify the other in writing of any misuse or misappropriation of Confidential Information of the other that may come to its attention.

Return of Materials. Any materials or documents which have been furnished by one party to the other will be promptly returned, accompanied by all copies of such documentation, after the business possibility has been rejected or concluded.

Intellectual Property Rights. Nothing in this Agreement is intended to grant any rights under any patent or copyright of either party, nor shall this Agreement grant either party any rights in or to the other party's Confidential Information, except the limited right to review such Confidential Information solely for the purposes of determining whether to enter into the proposed business relationship between the parties and carrying out such relationship. The disclosing party warrants that it has the right to disclose its Confidential Information to the receiving party. Otherwise, all information is provided "as is" and without any warranty, express, implied or otherwise, regarding its accuracy or performance.

Independent Development. Each disclosing party understands that the receiving party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to the disclosing party's Confidential Information. Accordingly, nothing in this Agreement shall be construed as a representation or inference that the receiving party will not develop products, or have products developed for it, that compete with the products or systems contemplated by the disclosing party's confidential information.

Term. This Agreement may be terminated at all times with a 30 days prior written notice, provided however, that the confidentiality obligations herein shall terminate five (5) years following the date of disclosure.

Miscellaneous. This Agreement shall be binding upon and for the benefit of the undersigned parties, their successors and assigns, provided that Confidential Information may not be assigned without consent of the disclosing party. Failure to enforce any provision of this Agreement shall not constitute a waiver of any term hereof. This Agreement shall be governed by and construed and enforced in accordance with the laws of India

Remedies. Each party agrees that its obligations hereunder are necessary and reasonable in order to protect the other party and the other party's business, and expressly agrees that monetary damages would be inadequate to compensate the other party for any breach of any covenant or agreement set forth herein. Accordingly, each party agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the other party and that, in addition to any other remedies that may be available, in law, at equity or otherwise, the other party shall be entitled to obtain injunction relief against the threatened breach of the Agreement or the continuation of any such breach, without the necessity of proving actual damages.

Notices. All notices hereunder shall be sent to either party at the address and to the contact person specified below, or such other address or contact as the respective party may specify from time to time in accordance with the provisions hereof.

FIRSTPARTY

Signature: _____ Date: _____

Name: _____ Title: _____

Address: _____

SECOND PARTY

Signature: _____ Date : _____

Name: _____ Title: _____

TrEST RESEARCH PARK
LICENSE AGREEMENT (Annexure – 7)

THIS AGREEMENT made at Trivandrum on this the day of
BETWEEN TrEST Research Park having its registered office at Trivandrum - 695581 hereinafter referred to as "TREST", which expression shall include its executors, administrators or assignees on the first part

AND

..... having its registered office at....., hereinafter referred to as the "MEMBER" which expression shall include its heirs, executors, and administrators on the second part.

WHEREAS the Government of Kerala has established TrEST Research Park, registered under Section 8 of Companies Act, 2013, with the main objectives:

to undertake on a time-bound and a mission oriented basis the planning, establishment and management of TREST Research Park in Kerala so as to create the infrastructure and environment required for setting up advanced technology research, design, development and training establishments;

to encourage local entrepreneurship and attract individuals and organizations to set up research centres;

to accelerate the up-gradation of research and development facilities in Universities and other institutions in Kerala to make them capable of carrying out leading edge research in advanced technology;

WHEREAS TREST are the absolute owners of the building and attached facilities situated at TREST Campus in Trivandrum.

WHEREAS the MEMBER has approached TREST for permitting to occupy and use the fully built up space ad-measuring about sq. ft., Module No in building with fixtures, fittings, Air-conditioning outlets herein after referred to as the 'Licensed Premises' to the MEMBER for the purpose of undertaking research and development activities.

AND WHEREAS the MEMBER has agreed to join TREST which includes allotment of the said Licensed Premises, from TREST for a period of one year fromtoand TREST is agreeable for the same on terms and conditions hereinafter mentioned and mutually agreed upon between TREST and the MEMBER.

NOW THIS LICENSE AGREEMENT WITNESSETH as follows:

In consideration of a security deposit of Rs..... paid vide receipt No..... dated..... and in consideration of a monthly service charge and compensation (License fee) of Rs.....payable from by the MEMBER to TREST and in consideration of terms and conditions of this Agreement, TREST hereby grants unto the MEMBER, by way of permission to use and occupy the above said Licensed Premises for a period ending..... for occupation and use by the MEMBER.

Member may use the Park common facilities like conference halls, meeting rooms, seminar halls, guest houses etc. by paying the subsidised rates applicable to Members based on the actual usage. Regarding the use of lab and other facilities in the College of Engineering Trivandrum, the Member may get permission from the college authorities depending on the needs of the Project and shall pay a subsidised rate wherever published rates are available. In cases where such published rates are not available, a nominal rate as agreed on a case to case basis with the college authorities will be charged, depending on the purpose and duration of usage, with the broad objective to cover the costs to the college.

The duration of the membership in TREST shall be up to..... The membership can be extended beyond the said period ending..... only by mutual consent of both the PARTIES herein and on such terms and conditions as may be agreed to at that time by entering into fresh Agreement at that time. Either on termination of the membership as per clause 19 of this membership agreement, or MEMBER not opting for extension of membership as provided, or in the event, that no fresh agreement is entered into on or before the expiry of this membership

agreement, the MEMBER shall vacate and surrender the Licensed Premises and hand over the possession of the Licensed Premises in original condition with reasonable wear and tear to TREST.

The security deposit of Rs.....shall not bear any interest and shall be refunded by TREST at the time of MEMBER'S handing over possession of the Licensed Premises back to TREST. However, the TREST shall be at liberty to appropriate the said deposit towards any service / maintenance charges or any other charges due to TREST in default, along with interest at 2.25% per month or part thereof.

All patents/IPR obtained as a result of the research undertaken in TREST shall be jointly owned by TREST and the MEMBER. The percentage ownership by TREST and MEMBER will be decided on a case to case basis. The MEMBER will have the exclusive right to use the technology for commercialization in such cases. Use of patents/ IPRs owned by TREST, by any MEMBER will be governed by agreements to be signed between the parties separately.

The service charges for membership shall be paid on the 5th day of every month regularly in advance and the MEMBER shall obtain receipt from TREST or their authorized representative without which no plea of payment shall be valid. In case the service charge amount due to TREST exceeds 6 months' service charge at any point of time, the MEMBER agrees to the unconditional right of the TREST to terminate the membership and evict the MEMBER from the premises.

Further, the MEMBER agrees that movable assets of the MEMBER may be attached by TREST as security against payment to be received. The service charge is inclusive of power, water, central air- conditioning from 8 am to 6 pm and maintenance charges that may be due to and payable by the MEMBER in respect of the Licensed Premises earmarked for the usage by them for the purpose to which they are admitted. In case the above referred charges payable to TREST and / or that payable to the Society or Agency(s) designated by TREST are not paid for more than 3 months, the MEMBER agrees to the unconditional right of TREST to suspend any or all services including utility services to the Licensed Premises until the due amounts are settled in full. In case the member defaulted the payment of license fee, service charges or other charges with surcharges, and in case of any payment effected by the member, the said amount will be adjusted firstly on surcharges outstanding, secondly on service charges and thirdly on license fee in arrears.

The MEMBER shall keep the Licensed Premises in good tenantable condition, and attend to all repairs and replacements in time, at their own cost and expense.

The MEMBER shall use the Licensed Premises only for the purpose for which it was allotted and also take care not to store any combustible materials or articles prohibited under law. The MEMBER shall not use the License for any purpose other than the one for which it is now permitted without the previous written consent of TREST.

The MEMBER shall commence operations in the Licensed Premises immediately from the date of this agreement, in default of which TREST shall have the right to terminate the agreement and to enter and take possession of the Licensed Premises and structures therein and MEMBER shall forfeit 25% of the deposit of Rs..... paid by the MEMBER to TREST at the time of execution of this membership agreement.

The MEMBER shall not, without the previous written permission of TREST, alter, improve or make structural alterations to the Licensed Premises allotted to the MEMBER and it is not obligatory on the part of TREST to give such permission if in their opinion such alteration / addition / removal are not required to be done. Provided the MEMBER may at their own cost and expense put up any partition or alteration and to have all reasonable facilities to carry out their activities without affecting or damaging the present building and any structure of the building and shall, on the expiry of the terms of agreement in original condition with reasonable wear and tear or earlier determination thereof, dismantle and remove all such partitions, alterations, office facilities etc. at their own cost and expense and shall also have the option to leave behind those items which they do not wish to remove provided TREST is interested in keeping them, for which TREST shall have to pay no charges.

The MEMBER shall not sub let, transfer, assign or enter into any arrangement whatsoever and shall not deal with their membership interests or rights in the Licensed Premises with any person/s or institutions in any manner whatsoever without the previous written permission and consent of the TREST and it shall however, be not obligatory on the part of the TREST to give such permission if, in their opinion, the said act/s of the MEMBER is not agreeable to them. If, in case any such permission is once granted under exceptional circumstances, a separate tripartite agreement will be entered into for a period not exceeding six months. It is specifically understood

that any such arrangement /contract entered into by the MEMBER shall be co-terminus with this agreement.

The MEMBER shall be entitled to display the name and/or signboards only in the space specified by TREST.

The MEMBER shall permit TREST and its officials and agents to enter the premises at all reasonable times to inspect the premises and the functions carried out by the MEMBER therein.

MEMBER shall, on request from TREST, furnish to TREST the statement of accounts and such other details regarding activities, products and the working results within such time as may be stipulated by TREST during the term of this agreement period giving all the necessary particulars as may be required by TREST.

The MEMBER shall pay all statutory taxes due to Government and other local bodies. The Member shall take adequate measures for the disposal of sewage, industrial waste and any other waste as per norms stipulated by the Pollution Control Board or other statutory bodies or as approved by TREST.

The MEMBER shall insure, and at all times during the continuance of this agreement keep insured all the structures / equipment / fittings that may be erected by the MEMBER on and within the said module(s), against loss or damage by fire, natural calamities, and against third party liability.

The Member shall not cause any disturbance, annoyance, nuisance, damages to TREST or the peaceful functioning of other units in other premises in TREST Campus and will not create any obstructions in the common areas.

MEMBER shall keep the TREST indemnified in the event of loss or damage by fire or natural calamities of the structures / equipment / fittings or part thereof, or from any third party liability arising from such event, or any other accident / event within the incubator area. Further the money realized from the MEMBER'S insurance claim shall be specifically utilized by the MEMBER to rebuild and restore the incubator area to their original condition.

The MEMBER shall inform TREST of any change in the corporate structure of the MEMBER.

TREST shall have full right to control the access to the Licensed Premises and structures therein or any part thereof. MEMBER shall allow persons and vehicles entering and leaving TREST campus to be examined by the staff of TREST or any agency authorized by TREST for the purpose of checking and security measures.

The MEMBER shall observe and perform all rules and regulations prescribed under Industrial and Labour Legislation such as Industrial Disputes Act, Workmen's Compensation Act, Payment of Wages Act, Minimum Wages Act or any other statute governing the relationship between employer and employees.

The legal possession of the Licensed Premises will always be with TREST and the member has got only a right to use and occupy the said Licensed Premises for the period of agreement.

Member agrees to adhere to the following Credit Point System and understands that if the Member is unable to meet the minimum credit points mutually agreed between the parties at the time of entry to the Park, TrEST will have the right to terminate this License Agreement by giving 30 days' notice.

Credit point system for evaluation of Members - Research Park Members are expected to collaborate actively with the institution with which it is attached. Each such interaction will be given certain points and the Member is expected to earn a minimum number of points depending upon the area that they occupy in the Park. The Members will have to actively collaborate with the institute on a sustained basis throughout their membership at the Research Park, thus ensuring that the benefit of being in such an ecosystem is leveraged. There are multiple ways in which a Member could interact with the institute and each of these would earn a certain number of credit points. Some examples of activities are R&D projects, Consultancy, Adjunct faculty, Part time employment for students, Sponsored students (PhD & M.Tech), Teaching by personnel of the Member, Joint guidance of students (PhD/M.Tech/B.Tech), Continuing Education participation, Payment of Royalty, etc. Each type of interaction with partner institutions is given credits. Members should earn a pre-specified minimum credits per year proportionate to the area occupied by them in the Park.

This agreement or any terms and conditions contained in this agreement and words used in this agreement cannot be interpreted or read as a deed of tenancy or agreement of Lease.

This agreement can be terminated by giving 90 days written notice of termination by either party to the other. Further, if the MEMBER violates the conditions hereinabove mentioned and such other rules and regulations framed by TREST, TREST shall have every right to terminate the agreement and evict the MEMBER from the demised premises after giving registered notice of three months.

Courts in Thiruvananthapuram city alone will have jurisdiction to settle any dispute that may arise between the parties hereto regarding the terms and conditions in this Membership Agreement.

IN WITNESS WHEREOF:

The said TREST and the said MEMBER have put their respective signatures hereunder the day, month and year above written.

Signature of TREST:

Chief Executive Officer, TrEST Research Park , TREST Campus, Trivandrum 695016.

Signature of the MEMBER

WITNESS 1.

WITNESS 2: