



**This AGREEMENT** is made on the 4, March 2022 by and between:

**International School of Management Excellence**, having its principal place of business in Sarjapur Road, Bengaluru - 562 125, represented by its Dean Dr. Rony Kurien (hereinafter called "ISME" which expression shall include its heirs, executors, administrators and assigns) on the FIRST PART, AND Kayan Solar LLP, having its principal places of business in # 19, GSR Complex, Sarjapura Main Road, Near Hyundai Show Room, Bangalore - 562 125 represented by Mr. A. Subramaniam (herein after referred to as the "Incubatee") on the SECOND PART.

WHEREAS in tune with its mission to contribute to nation building by providing a steady taking initiative to encourage entrepreneurship and self-employment and for this purpose ISME has set up facilities for an incubation /business acceleration center at ISME, Sarjapur Road, Bengaluru - 562 125 (hereinafter called "ISME Incubation Centre" or "ISME-IC"), primarily to enable knowledge sharing between mentors and Incubatees /Accelerators and has agreed to provide to selected Incubatees /Accelerators mentoring facilities at no cost as part of its CSR initiative.

WHEREAS the Incubatee has submitted and discussed their business, market analysis and customer profile, to avail the facilities indicated in this Agreement.

WHEREAS the Incubatee is desirous of availing student and faculty assistance and mentoring at ISME -IC.

ISME have agreed to provide the said assistance to the Incubatee subject to the TERMS AND CONDITIONS, set out herein below:

**NOW THIS AGREEMENT WITNESSES AS UNDER:**

1. The Incubatee hereby provides below a list of their personnel who will be working with the Incubation Centre. Any change in the names of such personnel will be communicated in the below format to ISME.

S.No	Name	Role/ Designation	Phone	Email
1	Mr. A. Subramaniam			
2				
3.				

2. ISME hereby provides below a list of student team members and faculty who will be working with the Incubatee. Any change in the names of such personnel will be communicated in the below format to the Incubatee.



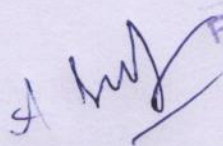
S.No	Name	Student of BBA / BCom / PGDM / External / Faculty	Phone No	Email
1	ASMI PACHORY	BBA		
2	NIKHIL NEVALE	BBA		
3.	BILWA CHIVUKULA	B.Com		
4.	KEERTHI UTTAM JAMNANI	BBA		

3. ISME has agreed to facilitate student interaction, faculty guidance through the Incubation Centre for a period of 12 months commencing from 04.03.2022, which may be altered or extended by ISME solely at their discretion.
4. ISME has agreed to assist the incubatee in the creation of a Business Plan for their startup or scaling up.
5. All Investment, Implementation and other resources will be brought in by the Incubatee
6. A formal interaction with the students and faculty in charge will be scheduled at least once a week typically on a Friday afternoon (3:00 -4:30 pm)
7. The Incubatee agrees to a Monitoring Committee set-up by ISME that will review the progress and growth of the company/business of the Incubatee on a monthly basis. Based on the review process, the committee will take the decision for continuation of use of the incubation facility by the Incubatee. However, ISME will not interfere in the day to day operations of the company.

8. ISME retains the right to mention that the Incubatee has been Incubated by them in their promotional material/website, for all time to come.
9. The Incubatee agrees not to use ISME name either directly or indirectly in their business dealings or in any legal documents, either during the time when the incubation services are availed or in the future business dealings unless written permission is obtained from ISME for using their names.
10. The Incubatee shall use the Incubation Centre only for the purpose of its business as outlined in the plan submitted for selection.
11. The Incubatee will follow the Code of Conduct prescribed for the Incubation Center by ISME. The Code of Conduct will include:
  - a) Access to the Incubation Centre will be limited only to the Incubatee and its team of persons mentioned in Section 1 of this Agreement.
  - b) The Incubatees will follow all government rules and regulations and will neither violate any legal norms nor will indulge in any illegal business & financial activities.
  - c) ISME may add other items to this code of conduct from time to time, with prior notice to the Incubatee, which the Incubatee agrees to follow.
12. ISME and the Incubatee reserves the right to terminate this Agreement on one (1) month written notice without assigning any reason.
13. The Incubatee will inform ISME in advance and obtain their concurrence in writing for the following:
  - a) Change in the Incubatee team
  - b) Any major change in their incubation project.
14. The Incubatee indemnifies ISME against any claims or law-suits arising out of its dealings with customers, co-founders, vendors, government authorities and other stakeholders.
15. If the Incubatee so wishes to close its business operations prior to recommendation by the Monitoring Committee, a month's notice would have to be given to ISME, by the Incubatee.

16. This Agreement is subject to the laws of the Republic of India and the courts in Bengaluru, India shall have the exclusive jurisdiction on any dispute that may arise out of the execution of this Agreement. In case of any disputes arising out of this agreement the parties may choose to refer the disputes to a sole arbitrator, approved by the Board of Directors of ISME and the Incubatee, and the arbitration proceeding shall be carried out in English, as per the provisions of the Arbitration and Conciliation Act, 1996.

**IN WITNESS THEREOF THE PARTIES HEREINBEFORE MENTIONED HAVE SET THEIR HAND AND SIGNED IN THIS AGREEMENT ON THE DAY, DATE, MONTH AND THE YEAR MENTIONED HERETO BEFORE.**

<p>Signed by ISME Represented by - Dr. Rony Kurien, Dean</p>   <p>For International School of Management Excellence</p>	<p>Signed by Incubatees Represented by - Mr. A. Subramaniam</p>  <p>For Kayan Solar LLP</p> <p style="color: blue; text-align: right;">For KAYAN SOLAR LLP A. Sobramaniam Designated Partner Date</p>
<p><b>Witness 1</b></p>	<p><b>Witness 2</b></p>
<p><b>Name:</b> <b>Address:</b></p>	<p><b>Name:</b> Somashekar <b>Address:</b> 19, es &amp; sindia Bangapur</p> 