



## LICENSE AGREEMENT

08.03.2019

THIS LICENSE AGREEMENT made at Trivandrum on this the ... day of \_\_\_\_\_

### BETWEEN

FOSS INCUBATOR of International Centre for Free and Open Source Software (**ICFOSS**), having its registered office at Swatantra, Sports Hub, Kariavattom, Trivandrum - 695 581 represented by its Secretary and Registrar \_\_\_\_\_, hereinafter referred to as "**ICFOSS**", which expression shall include its executors, administrators or assignees on the FIRST PART

### AND

\_\_\_\_\_, a Company incorporated under \_\_\_\_\_ having its registered office at \_\_\_\_\_ represented by its Director Mr \_\_\_\_\_, hereinafter referred to as "**MEMBER**", which expression shall include its heirs, executors, assignees, and administrators on the SECOND PART.

**WHEREAS** the **MEMBER** has approached **ICFOSS** for membership in the FOSS INCUBATOR, Trivandrum as a licensee for occupation and use of the fully built up co-working space CWT \_\_\_\_, \_\_ seats in FOSS Incubator, situated at Ground Floor, Swatantra, Sports Hub building with fixtures, fittings, air-conditioning outlets etc. hereinafter referred to as the "LICENSED PREMISES" to the **MEMBER** for the purpose of admitting into incubation, M/s \_\_\_\_\_

**AND WHEREAS** the **MEMBER**, who was admitted to the membership of FOSS Incubator is desirous to obtain the allotment of the said LICENSED PREMISES, from (**ICFOSS**) for a period of max 18 months from 08.03.2019 to \_\_\_\_\_ and (**ICFOSS**) is agreeable for the same on terms and conditions hereinafter mentioned as mutually agreed upon between **ICFOSS** and the **MEMBER**.

NOW THIS LICENSE AGREEMENT WITNESSETH as follows:

1. The **MEMBER** agrees with to the Guidelines of FOSS Incubator (as per Annexure 1), and is willing to follow it without any objection. The **MEMBER** understands the core ideologies of Free and Open Source Software (FOSS) that **ICFOSS** promotes in this society.
2. In consideration of a Security deposit of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) i.e 3 month subscription fee, paid vide receipt no. dated \_\_\_\_\_ and in consideration of a monthly service charge and compensation (Subscription fee) of Rs. 2000/seat (Rupees Two Thousand Only per Seat) payable from \_\_\_\_\_ by the **MEMBER** to **ICFOSS** and in consideration of the terms and conditions of this agreement, **ICFOSS** hereby grant unto the **MEMBER**, by way of permission to use and occupy the above said LICENSED PREMISES for a period of 18 months maximum, ending on \_\_\_\_\_, for occupation and use by the **MEMBER**.
3. The duration of the membership in the incubation programme shall be up to 18 months from signing. Either on termination of the membership as per clause 29 [*termination clause*] of this membership agreement, 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 **ICFOSS**.
4. The service charges for membership shall be paid on the 10<sup>th</sup> day of every month regularly in advance and the **MEMBER** shall obtain receipt from **ICFOSS** or their authorized representative without which no plea of payment shall be valid.
5. In case the service charge amount due to **ICFOSS** exceeds two months service charge unpaid at any point of time, the **MEMBER** agrees to the unconditional right of **ICFOSS** to terminate the membership and the License Agreement and evict the **MEMBER** from the LICENSED PREMISES, and **ICFOSS** can restore the possession of the LICENSED PREMISES. Further, the **MEMBER** agrees that movable assets of the **MEMBER** may be attached by **ICFOSS** as security against payment to be received.
6. The service charge is inclusive of power, water, central air-conditioning, housekeeping from 9:00 am to 6.00 pm from Monday to Saturday (as per Annexure 2) 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 **ICFOSS** and / or that payable to the Society or Agency(s) designated by **ICFOSS** are not paid for more than one month, the **MEMBER** agrees to the unconditional right of **ICFOSS** to suspend any or all services including utility services to the LICENSED PREMISES until the due amounts are settled in full, with interest.

7. In case the member defaulted the payment of license fee/service charges or other charges with interest/surcharges, and in case of any payment effected by the **MEMBER**, the said amount will be adjusted firstly on interests/surcharges outstanding, secondly on dues on account of additional service charges provided if any and thirdly on license fee in arrears.
8. Monthly compensation/license fee shall become payable with effect from the date of this agreement.
9. **ICFOSS** shall be at liberty to charge an interest at the rate of 12% per annual or part thereof for default of payments on its due dates.
10. 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.
11. The **MEMBER** shall use the LICENSED PREMISES only for the purpose for which it was permitted, without the previous written consent of **ICFOSS**, and also take care not to store any combustible materials or articles prohibited under law.
12. The **MEMBER** shall commence operations in the LICENSED PREMISES within 15days from the date of agreement, in default of which **ICFOSS** shall have the right to terminate the agreement and to enter and take possession of the LICENSED PREMISES and the structures therein.
13. The **MEMBER** shall not, without the previous written permission of **ICFOSS**, alter, improve or make structural alterations to the LICENSED PREMISES allotted to the **MEMBER** and it is not obligatory on the part of **ICFOSS** to give such permission if in their opinion such alteration / addition / removal is not required to be done. **MEMBER** is not allowed to make alteration to the provided facilities to carry out their activities. The **MEMBER** shall, on the expiry of the terms of agreement hand over the LICENSED PREMISES on its original condition. The **MEMBER** shall also have the option to leave behind those items which they do not wish to remove for which **ICFOSS** shall have to pay no charges.
14. The **MEMBER** shall not sublet, 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 **ICFOSS** and it shall however, be not obligatory on the part of the ( **ICFOSS** to give such permission if, in their opinion, the said act/s of the **MEMBER** is not agreeable to them. It is specifically understood that any such arrangement/contract entered into by the **MEMBER** shall be co-terminus with the terms and conditions of this agreement.
15. The **MEMBER** shall be entitled to display the name only in the space specified by **ICFOSS** in the incubator area.

16. The **MEMBER** shall permit **ICFOSS** and its officials and agents to enter the LICENSED PREMISES at all reasonable times to inspect the LICENSED PREMISES and the functions carried out by the **MEMBER** therein. **MEMBER** shall, on request from **ICFOSS**, furnish to **ICFOSS** products and the working results within such time as may be stipulated by **ICFOSS** during the term of this agreement period giving all the necessary particulars as may be required by **ICFOSS**.
17. The **MEMBER** shall not collect any cash in lump sum as security deposit / Guarantee / Donation / Consideration etc., from its employees, apprentices, trainees, public etc. towards / by way of consideration or gratification or security for employment. In case any security or guarantee is required from the employees/ trainees /apprentices etc., the same is to be obtained either in the form of a duly executed Security Bond or Fixed Deposits drawn in the name of the person offering such security and the same to be endorsed for the purpose in favor of the **MEMBER**, and the same is to be duly intimated to **ICFOSS** in writing. In case the **MEMBER** violates this condition or any complaint is received by **ICFOSS** that the **MEMBER** has acted in violation of this condition, **ICFOSS** will have every right to terminate this agreement immediately and evict the **MEMBER** from the demised premises on the ground of violation of condition of this agreement.
18. The **MEMBER** 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 Licensed Premises or on the Service Charges.
19. 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 **ICFOSS**.
20. 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.
21. The **MEMBER** shall not cause any disturbance, annoyance, nuisance, damages to **ICFOSS** or the peaceful functioning of other units in other premises in FOSS Incubator and International Centre for Free and Open Source Software (**ICFOSS**) and will not create any obstructions in the common areas.
22. **MEMBER** shall keep the **ICFOSS** 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 its original condition.

23. The **MEMBER** shall inform **ICFOSS** of any change in the corporate structure of the **MEMBER**.
24. **ICFOSS** 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 campus to be examined by the staff or any agency authorized by **ICFOSS** for the purpose of checking and security measures.
25. The **MEMBER** shall observe and perform all rules and regulations prescribed by **ICFOSS** and Government of Kerala, IT Department and also those 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.
26. The legal possession of the LICENSED PREMISES will always be with **ICFOSS** and the member has got only a right to use and occupy the said LICENSED PREMISES for the period of agreement.
27. The **MEMBER** 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 **MEMBER** within thirty (30) days of the filing or attaching, in default of which **ICFOSS** may discharge said lien in full without obligation to inquire into the validity of the lien, and the **MEMBER** shall promptly reimburse **ICFOSS** for all sums expended in securing discharge of lien.
28. 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.
29. This agreement can be terminated by giving 30 days written notice of termination by either party to the other. Further, if the **MEMBER** violates the conditions herein above mentioned and such other rules and regulations framed by concerned authorities.
30. **ICFOSS** shall have every right to terminate the agreement and evict the **MEMBER** from the demised premises after giving registered notice of one month.
31. The address for communication of the Parties to this agreement are the same as given in this agreement, and in case of any change of addresses to the Parties the same shall be intimated to the other Party in writing with due acknowledgement.
32. The Liability of the **MEMBER** company to pay any amount to **ICFOSS** will extensive with its Managing Director and other directors and they will not be absolved from their personal liability in the event the company is wound up as liquidated.

33. After the period of three months if a new agreement is to be executed between **ICFOSS** and the **MEMBER**, the terms and conditions prevalent at the time of signing the new Agreement will be applicable.
34. The **MEMBER** shall also abide the rules of Kerala Public Buildings (Eviction of Unauthorized occupants Act , Revenue Recovery Act etc). and other rules framed by the Government of Kerala from time to time , which is applicable to **ICFOSS**.
35. The **MEMBER** shall not change the NAME of the Company which executed this agreement with **ICFOSS** during the period of this agreement; provided the **MEMBER** shall cancel this agreement by clearing all the existing liabilities/obligations/rights etc. with **ICFOSS** and its allies and may execute a fresh agreement in respect of the new NAME and STYLE.
36. 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.
37. 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 **ICFOSS** and the said **MEMBER** have put their respective signatures hereunder the day, month and year above written.

Signature of **ICFOSS**:

Mr Sreekumar B  
Secretary & Registrar  
International Centre for Free and Open Source  
Software  
Swatantra Complex, Greenfield Stadium  
Kariyavattom P.O, Trivandrum 695 581

WITNESS 1.

WITNESS 2.

Signature of the **MEMBER**

WITNESS 1.

WITNESS 2.

## **ANNEXURE – II**

1. The following facilities are provided to the **MEMBER**:
  - a) Work station including power and network socket with internet access for \_\_\_ persons.
  - b) Common utilities such as power, water, lighting and air conditioning from 9:00am to 06:00pm (Monday to Saturday). Extra hours are allowed only for special cases.
  - c) Uninterrupted power Supply with DG backup
  - d) Daily housekeeping
  - e) Front office/reception service
  - f) Campus & building maintenance
  - g) Security support
  - h) Feature in Company list in **FOSS Incubator** website
  - i) Name board of the Company will be placed in front of the facility
  - j) Collaborative research with ICFOSS
  - k) Hand-holding support from ICFOSS
  
2. Support will also be available to the **MEMBER** for the following services on normal terms:
  - a) Print outs and Xerox facilities on chargeable basis
  - b) Access to R & D Lab facilities available at **ICFOSS**.
  - c) Technology consulting in the selected business segment on demand
  - d) FOSS familiarization
  - e) Mentoring in specific areas on requirement
  - f) Access to ICFOSS conducted capacity building workshops and programs
  - g) R &D Funding based on schemes available at ICFOSS
  - h) Discussion Rooms & Conference room facilities on chargeable basis
  - i) Car parking in the allocated space in chargeable basis.
  
3. Professional Assistance wherever possible, and not limited to the following:
  - a) Liaison with Government/Statutory authorities whenever required



- b) Legal advice/assistance/ Assistance of Chartered Accountants / Company Secretaries / Manpower consultation etc.
  - c) Business planning/Consulting/Mentoring
  - d) Financial/Tax planning
  - e) Promotions through website/ blog
  - f) Introduction to Angel Investors/Venture Capitalists
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4. The company should submit monthly Business Progress Report to **ICFOSS**
  5. The company shall be available for a quarterly review conducted by ICFOSS.
  6. The company shall submit the details of human resources, i.e name and valid identity details to ICFOSS. This needs to be kept updated on a timely basis.
  7. There must be a representation from the company for all the events hosted by **ICFOSS** for its incubatees.
  8. The company should be made available for the one to one meeting called by **ICFOSS**.
  9. The company should inform any updates/ progress to **ICFOSS** on timely basis.
  10. The company shall intimate the progress/decline of the company to **ICFOSS** during review meeting.
  11. The company should submit audited financial statements within six months from FY ending.