

GUIITAR Council

(A Section 8 Company Registered under Companies Act, 2013)

Startup Policy & Procedures

PREFACE:

GU Incubation Innovation Technology and Applied Research (GUIITAR) Council has been established by GSFC University (GSFCU) at Vadodara, dedicated to promote and support creativity, innovation and spirit of enterprise among young minds and innovators. GUIITAR Council is registered under section 8 of Companies Act, 2013.

VISION, MISSION AND OBJECTIVES:

Vision: To nurture young minds by providing platform to explore and showcase their potential along with generation of high added value with a focus on innovation as well as marketing of technologies for the betterment of Scientific, Engineering Communities and the Society.

Mission: To produce success stories in innovations and startups that will make the young minds confident, freestanding and financially viable.

Objectives:

- 1. To establish, manage and operate business incubator
- 2. To promote entrepreneurship and to incubate individuals, group of individual and to convert their efforts into enterprises by collaborating with similar institutions
- 3. To catalyse the process of incubation
- 4. To manage technology, applied research, knowledge networks, human resource development
- 5. To offer mentoring service to help enterprise growth and to encourage new ventures for the benefit of society

This document contains Startup Policy and Procedures for operational matters of GUIITAR Council. The following list of Standard Operating Procedure (SOP) is narrated in details:

- 1. Eligibility
- 2. Areas of Interest
- 3. GUIITAR Council Procedure
- 4. Intellectual Property
- 5. Seed Loan
- 6. Infrastructure
- 7. Mentorship
- 8. Periodic Assessment
- 9. Information Submission
- 10. Consideration
- 11. Tenure in GUIITAR Council
- 12. Disclaimer
- 13. Conflict of Interest
- 14. Agreements
- 15. Amendment

1. ELIGIBILITY:

- 1.1. The following can apply for Admission under: (Criteria I)
 - 1.1.1. Any Innovator or Entrepreneur having Technology Development or Business Idea.
 - 1.1.2. R & D Partners of GUIITAR Council & GSFCU (Sponsors of projects)
 - 1.1.3. Partner Universities of GUIITAR Council and GSFCU; and
 - 1.1.4. Government Agencies associated with GUIITAR Council and GSFCU.
- 1.2. Further, the Proposals must meet with at least one of the following parameters to be eligible: (Criteria II)
 - 1.2.1. Proposals with Intellectual Property Rights (IPR) belonging to Faculty, Student or Alumni
 - 1.2.2. Proposals which will have Social and Strategic Impacts
 - 1.2.3. Proposals with potential for Large Resource Generation, Impact Value and Visibility to GUIITAR Council and its Incubation Activities
 - 1.2.4. The proposal of abide nature & should confine with objective of GUIITAR Council.

Applicants willing to associate with GUIITAR Council must fulfil any of the Sub-Criteria of the Criteria – I & II as mentioned above.

2. AREAS OF INTEREST:

GUIITAR Council is focusing on the area as listed below:

- 1. Agriculture and Allied Fields
- 2. Artificial Intelligence and Robotics
- 3. Biotechnology
- 4. Clean-Tech
- 5. Cyber Security
- 6. Energy
- 7. Environmental Challenges & Solutions
- 8. Healthcare
- 9. Information & Communication Technology (ICT)
- 10. Internet of Things (IoT)
- 11. Manufacturing
- 12. Services
- 13. Water (Drinking Water, Waste Water and Storm Water Utilities)

Areas for Incubation in GUIITAR Council is not limited to above, any innovative idea from any area will be eligible as per permission of GUIITAR Council.

3. GUIITAR Council PROCEDURE:

For the standard operation and procedure, Incubation process at GUIITAR Council is divided in to four stages narrated as below:

- 1. Spark up
- 2. Grooming
- 3. Incubation
- 4. Graduation

These stages are mentioned below in details:

3.1. **Spark – up:**

- 3.1.1. Candidates need to fill a form which would require him/her to write a brief about idea in regard to technology commercialisation or business development.
- 3.1.2. Admission form will be selected on the basis of Innovation, Uniqueness, Feasibility and Sustainability study carried by GUIITAR Council.
- 3.1.3. Selected candidates will be given guidance on business proposal and presentation making.
- 3.1.4. Selected Candidates need to submit their Business Plan and give presentation to Technical Committee and University Level Startup Committee or a committee approved by GUIITAR Council.
- 3.1.5. Candidates selected after presentation shall need to sign necessary agreements with GUIITAR Council.

3.2. **Grooming**

3.2.1. Technology Commercialisation

- 3.2.1.1. Various Laboratory facilities will be provided for Proof of Concept/Prototype Development.
- 3.2.1.2. Report of Prototype will be screened by committee.
- 3.2.1.3. Candidates will be trained in the field of Market Research and making business Plan.
- 3.2.1.4. Candidate need to develop a Pilot Plan.
- 3.2.1.5. Report of Pilot plan will be screened by the committee.
- 3.2.1.6. Candidates will be trained to raise funds from Angel Investors and Venture Capitalist.
- 3.2.1.7. Candidates need to give review of their pilot plan to the committee.

3.2.2. Business

- 3.2.2.1. Candidates will be given requisite training in the field of Market Research and making business plan
- 3.2.2.2. Candidate need to develop a Pilot Business Plan.
- 3.2.2.3. Report of Pilot Business Plan will be screened by the committee.

- 3.2.2.4. Candidates will be trained to raise funds from Angel Investors and Venture Capitalist.
- 3.2.2.5. Candidates need to give review of their Pilot Business Plan to the committee.

The Proposal in the simultaneous applicable for Technology Commercialisation and Business proposal.

3.3. Incubation:

- 3.3.1. Company or Entity Registrations process will be carried out.
- 3.3.2. Incubation Agreement will be signed with GUIITAR Council.
- 3.3.3. Workspace allotment will be done.
- 3.3.4. Monthly Report should be submitted to GUIITAR Council.

3.4. Graduation:

Incubatee companies will leave the incubator under the following circumstances:

- 3.4.1. Raising substantial investment from angel investor / Venture Capital Fund / any other investor—Rs. 1 Crore or more.
- 3.4.2. Completion of stay for eighteen months, unless the stay is extended by GUIITAR Council.
- 3.4.3. Underperformance or unavailability of the GUIITAR Council proposition: criteria for the same will be decided and applied by GUIITAR Council on the case to case basis.
- 3.4.4. When the number of employees of the company exceeds twenty.
- 3.4.5. When the annual revenues of the company exceeds Rs. 2 Crore or when a company achieves annual Profit before Tax of Rs. 60 Lakhs.
- 3.4.6. When the company enters in an acquisition, merger or amalgamation deal or reorganisation deal resulting substantially a change in the profile of the company, its promoters, directors, shareholders, products or Incubation plans, or when a company plans for a public issue.
- 3.4.7. Any other reasons, which GUIITAR Council may direct the incubatee company to leave.

Notwithstanding anything written elsewhere, GUIITAR Council's decision in connection with the exit of an incubatee company shall be final and shall not be disputed by any incubatee company.

NOTE: The amount of Financial Assistance and other support/assistance shall be based on the project appraisal by the GUIITAR Council Committee.

4. Intellectual Proporty:

Intellectual Property (IP) can be a Patent, Software code, Copyright, Design, Trademark, Plant Variety and Semiconductor Integrated Circuit Layout. IP for incubation purpose will be assessed based on the following details:

- 4.1. Whether any seed grant (from public or private sources) has been used in developing the technology which will go into the product(s) of the proposed company. If yes, details of the understanding with the funding agency in terms of sharing of the IP.
- 4.2. Whether any people other than the applicants have worked on the technology and their work will be incorporated in the product(s). If yes, whether such other person has a right in IP ownership.
- 4.3. If the IP is developed at GUIITAR Council, whether any GSFCU infrastructure (hardware, testing setup, instrumentation, computing resources, processes) has been used in developing the technology that will go into the product(s). If yes, in such cases the % rights in IPR shall be decided based on the project appraisal in consult with the Incubatee.

Applicants, who are current faculty or students of any Institute, aspiring for incubation shall first approach their institute for transfer of / licensing of/ permission to use IP in favour of prospective incubatee companies. They will initiate a letter to their institute and GUIITAR Council requesting the transfer of their IP in favour of the start-up company in the GUIITAR Council Incubator intended to be promoted/ supported by the inventor.

The companies or promoters/founders will pay consideration in lieu of the transfer / licensing of/ permission to use IP in their favour, which will be decided by GUIITAR Council as mentioned in section 10 (Consideration) hereinafter.

IP transfer/ IP licensing/ permission to use IP will be in favour of only the registered companies.

5. SEED LOAN:

GUIITAR Council may provide seed loan subject to the availability of funds/ grants/ schemes meant for this purpose as per Annexure-1. Seed loan will be sanctioned only after entering into 2nd Stage (Grooming) as explain in section 3. Further, admission to GUIITAR Council shall not automatically entitle the Incubatee to seed loan.

An Incubatee desirous of getting seed loan may submit an application for seed fund on admission in GUIITAR Council. Sanction of seed loan will be decided based on the eligibility criteria as decided by GUIITAR Council. It would be also subject to the terms stipulated under specific grant. GUIITAR Council is not bound to give any reason whatsoever in case an application for seed loan is rejected.

NOTE: The amount of financial Assistance shall be based on the project appraisal by the GUIITAR Council Committee.

6. INFRASTRUCTURE:

6.1. GUIITAR Council Infrastructure:

Upon admission to GUIITAR Council, the following infrastructural facilities will be offered to the incubatee companies on an individual basis, apart from a set of shared/common infrastructure mentioned hereinafter:

- Co-working space (After successfully completion of prototype)
- Internet connection (At the time of joining)

6.2. **GSFC University Infrastructure:**

Besides, GUIITAR Council will facilitate the incubatee companies to access departmental laboratories and other resources of GSFCU for their products development purposes. Access to departmental resources is possible through Dean/Associate Dean of concerned programme and usage of such resources should be with permission to avoid conflict with departmental activities and objectives. Further usage of such resources shall be on commercial basis and in conformity with the policies of GUIITAR Council at GSFCU for consultancy/sponsored projects prevailing from time to time. The consideration payable to GUIITAR Council for usage of departmental resources will generally be in the form of online transfer.

Only applicable after successfully completion of stage -1 (Spark-up) (charges will apply in Stage -2 & 3 (Grooming & Incubation) and shall be recovered as decided by the GUIITAR Council Committee)

6.3. Common infrastructure:

Apart from company infrastructure and as stated above, GUIITAR Council will provide certain facilities on sharing basis for all incubatee companies as per availability which would include:

- 1. Computer
- 2. Laser Printer
- 3. Scanner
- 4. Meeting/Conference room with projection equipment
- 5. GSFCU Library facilities

7. MENTORSHIP:

Apart from physical infrastructure as stated above, GUIITAR Council intends to create certain other supports and services which would include a pool of mentors, experts in technology, and legal, financial and related matters:

Incubatee companies or entities can avail of the above support and services when offered by GUIITAR Council.

In addition, GUIITAR Council will also build up information and knowledge pool to be useful generically for start-up companies.

Note: If mentors are provided by GUIITAR Council, fees charged by mentors would be given by GUIITAR Council.

8. PERIODIC ASSESSMENT:

GUIITAR Council will evaluate the performance of incubatee companies or entities periodically. Incubatee companies or entities will have to submit information to GUIITAR Council on monthly basis in a prescribed format, in Second (Grooming) & Third Stages (Incubation). The companies may also be subject to an annual assessment by a University Level Startup Committee.

A companies or entities which have taken seed loan will have to submit additional information as may be asked by GUIITAR Council. The un-disbursed portion of the seed loan will be adjusted subject to the performance of the company.

Incubatee companies or entities will have to submit their annual reports within a period of 7 days from the date of their approval.

9. INFORMATION SUBMISSION:

Incubatee companies or entities will submit information to GUIITAR Council about all material changes or developments taking place in their companies from time to time. Such information could be change in name of the company, change in product profile, change in directors, promoters or shareholders, acquisition of a new office, additional equity or debt investments. GUIITAR Council may require incubatee companies or entities to submit other information as it deems fit. Prior concurrence of GUIITAR Council should be obtained for effecting such changes.

10. CONSIDERATION:

In lieu of support and services to be provided by GUIITAR Council, the incubatee companies or entities will be subject to consideration on following accounts to the extent applicable:

• Equity holding and revenue sharing with GUIITAR Council will be on case to case basis; in % terms shall be decided based on the project appraisal in consult with the Incubatee. The equity shall be issued in favour of GUIITAR Council.

 GUIITAR Council will charge Consultancy/Overhead on the funds raised through GUIITAR Council excluding for services provided by/through GUIITAR Council post commission. Such charges shall be pre agreed & on success fees basis.

Incubation Agreement: As per the Incubation agreement Total Equity Holding of GUIITAR Council in Incubatee Company or entity will be on case to case basis. The equity shall be issued in favour GUIITAR Council.

The detailed terms and financial assistance shall be specified in the agreement.

11. TENURE IN GUIITAR Council:

Companies or entities will be permitted to stay in GUIITAR Council, to begin with, for a period of 18 months after clearing Stage 1 (Spartk-up). A nominal monthly charge will be levied to a company for the period of first 18 months. GUIITAR Council may, on case to case basis, permit companies to extend their stay for a maximum period of another 18 months. Companies will have to pay the charge, which would be for all the service including but not limited to:-

- Office space
- Computers
- Internet connection
- Electricity charges including air-conditioning
- Any other facility as may be provided at that time

If a company is provided with specialised capital equipment, rent on the same will be decided on a case-by-case basis. This would, however be finalised prior to approval of a proposal for admission to GUIITAR Council or at the time of procurement of the equipment as the case may be.

NOTE: All these facilities charge shall be recovered against net revenues of the project and shall be finalised on mutual agreement basis.

12. DISCLAIMER:

The incubatee companies or entities will understand and acknowledge that GUIITAR Council intends to provide supports and services to the Company in good faith to pursue its objective to promote entrepreneurship by converting innovative technologies developed in the Institute to commercialization by incubating and supporting new enterprises. It is understood that by agreeing to provide various supports and services, GUIITAR Council does not undertake responsibility for:

 Ensuring success of an incubate company, its products/ process/ services or marketability,

- Ensuring quality of support and services provided by GUIITAR Council to the complete satisfaction of the incubate companies or their promoters/ founders.
- Ensuring quality of services of the consultants engaged by the incubate companies through GUIITAR Council/GSFCU network. Incubate companies will have to apply their judgements before getting in to a relationship with them.

Also, the incubate companies should agree that GUIITAR Council or their employees shall not be held liable for any reason on account of the above.

13. CONFLICTS OF INTEREST:

In case of conflict of interests the decision of GUIITAR Council shall be final and binding upon the Incubatee company/innovator.

14. AGREEMENTS:

The following is require to be signed by the companies/incubatee to the extent applicable:

Incubation Agreement: Between GUIITAR Council & an incubatee company for admission of the company in GUIITAR Council.

- Objective
- Tenure of Incubation
- Facilities and Infrastructure
- Common infrastructure
 - Common infrastructure
 - > Institute infrastructure
 - Services of Professionals
 - Mentoring and Advisory Facilities
- Consideration
- Equity Agreement
- Amendments
- Salient rules forming part of incubation agreement

15. AMENDMENT:

The policy is subject to periodical review and amendments. It will be the responsibility of the companies admitted to GUIITAR Council to update themselves from time to time on amendments in GUIITAR Council startup policy and procedures. GUIITAR Council reserves the rights to make an exception of all or any of the terms of policy for a particular company or a promoter on a case to case basis.

Funding Support Available:

1. GSFC University:

Recognized to implement SSIP by Gujarat Knowledge Society, Education Department, Govt. of Gujarat under Student Startup and Innovation Policy (SSIP)

Sr.	Name of	Quantum of Assistance to eligible	Approving
No.	Assistance	beneficiary	Authority
1	Proof of	Up to INR 2 lakh per project	ULSC
	Concept/		
	Prototype		
	Development		
2	IPR Support	Filing in India:	IPRSC & ULSC
		Up to INR 50,000 per Patent	
		Up to INR 11,000 per Copyright	
		Up to INR 12,500 per Trademark	
		Up to INR 9,000 per Industrial Design	
		Up to INR 17,000 per Plant Variety Registry	
		Up to INR 15,000 per Semiconductor	
		Integrated Circuit Layout-Design Registry)	
		International Filing:	
		Up to INR 1,00,000 per Patent	
		Up to INR 50,000 per Trademark	

ULSC: University Level Startup Committee

IPRSC: IPR Scrutiny Committee

2. GUIITAR Council:

Recognized as Nodal Institute by Industries Commissionerate, Govt. of Gujarat, Gandhinagar under the Scheme for Assistance for Startups/Innovation, Gujarat Industrial Policy – 2020.

Funding support to the approved/sanctioned startups shall be provided through approved Nodal Institutions (GUIITAR Council).

Sr.	Name of	Quantum of Assistance to eligible	Approving
No.	Assistance	beneficiary	Authority
1	Seed support	Up to INR 30 lakh per start up	SLEC
2	Sustenance allowance	INR 20,000 per month per approved start up for one year up to INR 2.4 lakh INR 25,000 in case of at least one-woman founder / Co-founder per month per approved start up for one year up to INR 3 lakh	SLEC

3	Skill	Up to INR 1 lakh per approved start up	Industries
	development		Commissioner
	support		
4	Assistance to	Up to INR 3 lakh per approved start up	Industries
	enroll and		Commissioner
	participate for		
	the Acceleration		
	program		
5	Assistance for	Up to INR 10 lakh for startups having	SLEC
	social impact	significant impact on society	

SLEC: State Level Empowered Committee