Innov8

INCUBATION CENTER ST GREGORIOS DENTAL COLLEGE

POLICY DOCUMENT





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INTRODUCTION

St. Gregorios Dental College, established in 2005 under the guidance and supervision of the Malankara Jacobite Syrian Christian Education Trust, was founded with the blessings of its patron saint, St. Gregorios of Malankara. With a mission to deliver exceptional dental education and superior dental care, the college operates under the motto, "Not to be Ministered but to Minister." Its goal is to nurture dental graduates who are intellectually skilled, ethically sound, and committed to serving all sections of society.

The college is duly recognized by the Dental Council of India (DCI). Initially affiliated with Mahatma Gandhi University (MG University), Kottayam, it has been under the affiliation of the Kerala University of Health Sciences (KUHS) since 2010. Adhering strictly to the regulations established by these governing bodies, the college has been offering the Bachelor of Dental Surgery (BDS) program since 2005 and introduced the Master of Dental Surgery (MDS) program in three departments in 2017.

The college takes pride in its dedicated and qualified faculty, who aim to nurture students not only academically but also by fostering their talents and promoting their mental, emotional, and social well-being. Faculty members are encouraged to continuously update their skills and enhance their expertise. Both staff and students are motivated to engage in research activities and to publish or present their findings in journals and conferences.

With a vision to emerge as a premier institution in dental education and a hub for globally recognized scientific research, the college has also established an Incubation Centre to support innovation and research endeavors.

INNOV8 – THE INNOVATION HUB

INNOV8 – Centre of Innovation, Incubation, Entrepreneurship & Startups, has been established to foster innovation and entrepreneurial spirit among the faculty, staff, research scholars, students, and startups at St. Gregorios Dental College. The center aims to empower aspiring entrepreneurs by providing them with the resources and support needed to bring their innovative ideas to life and develop products and solutions using the latest and emerging technologies.

The world-class Incubation Centre is designed to address the challenges faced by entrepreneurs in creating knowledge-based and technology-driven enterprises. It offers a supportive environment for the successful commercialization of business models and ensures that startups receive comprehensive guidance and infrastructure support. The facility also encourages filing for patents, intellectual property, and copyright protections, with shared ownership between the entrepreneurs and INNOV8.

INNOV8 provides state-of-the-art facilities, infrastructure, and services to incubate startups in diverse domains, including technology core areas, sciences, information technology, architecture, e-commerce, and services. The center also supports the marketing and sale of developed products and solutions, ensuring entrepreneurs have access to the tools and networks necessary for success.

With a vision to promote innovation and entrepreneurship, INNOV8 serves as a platform to nurture talent, build sustainable business ventures, and drive progress in technology and science, positioning St. Gregorios Dental College as a leader in fostering creativity and enterprise.

VISION

TO BE A LEADING HUB FOR INNOVATION AND ENTREPRENEURSHIP IN ORAL HEALTHCARE, FOSTERING RESEARCH, TECHNOLOGY DEVELOPMENT, AND COMMUNITY IMPACT, WHILE ADVANCING THE FRONTIERS OF DENTISTRY AND CREATING SUSTAINABLE SOLUTIONS FOR GLOBAL ORAL HEALTH CHALLENGES

MISSION

- 1.To cultivate a culture of innovation among dental students, faculty, and researchers by providing mentorship, resources, and a collaborative ecosystem.
- 2.To encourage interdisciplinary collaboration between dentistry, technology, and healthcare sectors for holistic solutions.
- 3.To empower entrepreneurs in dentistry by providing training, funding opportunities, and networking platforms.
- 4.To bridge the gap between academic research and real-world applications, improving oral health outcomes for communities.
- 5.To instill ethical practices and sustainable approaches in entrepreneurial ventures within the field of dentistry.

EXECUTIVE BOARD

- 1. Chairman
- 2. Director
- 3. Secretary
- 4. Treasurer
- 5. PG Representative
- 6. UG Representative

ADVISORY COMMITTEE

Advisory committee consists of all the HODs of the PG departments and the people who the executive board feels appropriate for the post. The total members of the advisory committee should not exceed 6, unless unanimously decided by the Executive Board.

STANDARD OPERATING PROCEDURES (SOPS) FOR INCUBATION CENTER

Purpose

The purpose of this SOPs is to outline the operational framework, roles, and processes of the Dental Incubation Centre, ensuring efficient functioning, innovation development, and entrepreneurial support in the field of dentistry.

Scope

This SOP applies to all stakeholders, including dental students, faculty, researchers, entrepreneurs, and external collaborators engaged with the incubation center.

Objectives

- Foster innovation in dental education and healthcare.
- Support research, prototyping, and commercialization of ideas.
- Provide mentorship, funding, and networking opportunities.
- Encourage interdisciplinary collaboration and community impact projects.

Structure and Governance

- 1. Advisory Board: Comprising senior faculty, industry experts, and entrepreneurs to provide strategic guidance.
- 2. Management Team: Responsible for daily operations, coordination, and monitoring of incubated projects.
- Mentor Pool: Includes subject-matter experts from dentistry, technology, and business domains.
- 4. Technical Support Team: Assists with prototyping, research, and development.

INCUBATION ELIGIBILITY

- 1.Any student, faculties, research scholars, staff and alumini of St. Gregorios Dental College
- 2.Individual applicants who are into technology development and is in association with any department of St. Gregorios Dental College
- 3. The applicants shall agree to the terms and conditions of Innov8 Incubation center and have to enter into legal agreement with the incubator for incubation.
- 4.The startup promoted by students &faculty of St. Gregorios Dental College

ADMISSION PROCESS FOR INCUBATES

- 1.Call for Applications: Announce periodic invitations for project proposals.
- 2.Eligibility Criteria: Open to dental students, faculty, alumni, and external innovators in relevant fields.
- 3.Application Submission: Submit a detailed project proposal including objectives, feasibility, and expected outcomes.
- 4.Screening Process: Initial review by a selection committee to assess the innovation potential and alignment with the centre's vision.
- 5.Presentation before steering committee: Shortlisted candidates present their ideas to the advisory board for final selection with a power point presentation.
- 6.Onboarding: Selected incubates sign an agreement outlining terms, responsibilities, and milestones.

EIGHT PILLARS OF THE PROJECT

- **1. IDEATION**: Ideation for innovation is the creative process of brainstorming, conceptualizing, and developing original ideas to address challenges or create opportunities. It involves critical thinking, collaboration, and refining concepts, serving as the foundation for transformative and impactful solutions.
- 2. PROOF OF CONCEPTS: A proof of concept (PoC) for innovation demonstrates the feasibility of an idea by validating its practicality, functionality, or potential impact. It involves testing core aspects, reducing risks, and showcasing its viability before entering the prototype phase.
- **3. PROVISIONAL PATENT**: A provisional patent is a temporary legal claim to an invention, providing 12 months of protection while allowing the inventor to refine their product. Showcases the preliminary framework or design for an idea before it is fully developed or implemented
- **4. PROTOTYPE**: A prototype or a preliminary, working model or sample of a product or solution designed to test concepts, features, and functionality. May include hands-on experimentation, feedback collection, and iterative improvement before full-scale production or implementation.
- **5. CLINICAL TRIALS**: Clinical trials should beconducted to evaluate the safety, effectiveness, and potential of new medical treatments, devices, or technologies. These trials help validate innovative solutions, ensuring they meet regulatory standards and provide real-world benefits to patients.
- **6. INDUSTRIAL DESIGN**: The design for an innovation focuses on the development of products that are not only functional but also aesthetically pleasing and user-friendly. It involves creating the overall appearance, usability, and ergonomics of a product, enhancing its market appeal while ensuring efficiency and manufacturability at scales.
- **7. COMMERCIALIZATION**: It involves introducing the product to the market by , securing funding, developing marketing strategies, scaling production, and establishing distribution channels to generate revenue and achieve widespread adoption.
- **8. PITCH**: It aims to showcase the project to potential stakeholders for scaling up, licensing, or even transferring the technology to an established entity in an aim to derivate the technology to accesses or to achieve a financial advantage

OPERATIONAL FRAMEWORK

- 1. Infrastructure and Facilities:
- Access to research labs, prototyping tools, and co-working spaces.
- Availability of dental materials and equipment for development.
- 2. Mentorship and Training:
- Regular workshops on innovation, business development, and intellectual property rights (IPR).
- One-on-one mentorship sessions with experts.
- 3. Funding Support:
- Assistance in securing grants, seed funding, and venture capital.
- Provision of micro-grants for early-stage prototyping.
- 4. Collaborations
- Partnerships with dental companies, technology firms, and healthcare organizations.
- Engagement with academic institutions for interdisciplinary projects.
- 5. Monitoring and Evaluation
- Progress reviews to assess milestones and address challenges.
- Performance metrics based on innovation, feasibility, and scalability.
- 6. Exit Policy
- Graduating successful projects after achieving predefined milestones.
- Support in transitioning to independent ventures or external partnerships.
- 7. IPR
- IP generated will vest with the inventor/ startup.

CODE OF CONDUCT

- 1. All incubates must adhere to ethical practices, maintain confidentiality, and respect intellectual property rights.
- 2. Ensure proper usage of resources and comply with safety protocols.
- 3. Collaborate positively and contribute to the incubation ecosystem.
- 4. Record Keeping
- Maintain detailed documentation of projects, progress reports, and resource utilization.
- Securely store contracts, agreements, and intellectual property records.
- Maintain minutes book as per the meetings held ,byfollowing the protocol.
- 5. Review and Updates

The SOP will be reviewed annually by the advisory board to incorporate feedback, adapt to technological advancements, and address emerging needs.

INFRASTRUCTURE AND SERVICES PROVIDED TO INCUBATEES:

The following resources will be provided based on availability, requirements and recommendations;

INCUBATION SPACE
3D PRINTER
SHARED INCUBATION FACILITY
COMMON INSTRUMENTATION FACILITY
STANDARD FURNITURES
PLUG AND PLAY WORKSTATIONS
OFFICE SPACE AND MEETING SPACE
CONFERENCE ROOM
GENERATOR
DESKTOP
WIFI AND LAN INTERNET ACESS
DOCUMENT SCANNER

PERIOD OF INCUBATION

The incubation period will be determined by the Innov8 Incubation Committee based on the specific needs of the incubate. Typically, the pre-incubation, incubation, and acceleration phases last between 3 months and 24 months. Furthermore, the incubate may request an extension at least one month prior to the project's deadline. The Innov8 Committee will review such requests, and extensions may be granted based on the case's merits. The committee's decision will be final.

INFORMATION SUBMISSION

Incubatees must provide Innov8 with written updates regarding, but not limited to, any changes in the PROJECT NAME, product profile, of new office space, changes in staff, material/goods/assets belonging to the incubator, use of instruments, common utilities, services, filing of intellectual property, technology transfers, spinoffs, trials and tests requiring clearance, damages to incubator property, or any other significant developments within their project. Innov8's prior consent must be obtained for all critical aspects relevant to the incubation process at St. Gregorios Dental College, as deemed necessary.

PERIODIC ASSESSMENT

The Innov8 - Incubator Management Team will assess the performance of incubatees every 4 months. The focus of this evaluation is to review the progress and achievement of milestones outlined in the project application. For any incubatee project, that has received seed funding or loans, additional evaluations will be conducted on the project's financial health, including order bookings, expenses, profitability, and the utilization of seed funds. Subsequent disbursements of seed funds will be contingent upon the progress demonstrated in the previous evaluation. The frequency of assessments will vary depending on the stage of incubation the company is in.

EXIT POLICY FOR STARTUPS FROM INCUBATION SUPPORT

Incubate companies will leave the INNOV8 hub under the following circumstances:

- 1. Completion of stay for stipulated period unless the stay is extended
- 2. Under performance or un viability of the product proposition: criteria for the same will be decided and applied by INNOV8 on the case to case basis.
- 3. Irresolvable disputes between promoters / founders
- 4. When the applicant enters in an acquisition, merger or amalgamation deal or reorganization deal resulting substantially, a change in the profile of the product, its promoters, directors, shareholders or when the product plans for a public issue.
- 5. Change in promoters/ founders team without concurrence of INNOV8

NORMS FOR STUDENT PROJECTS

- 1. Students will have the opportunity to establish start-ups or engage as interns/part-time contributors in start-ups (incubated within recognized HEIs/incubators) while continuing their studies.
- 2. Students may take a semester or year-long break (or longer, subject to the review committee's approval) to focus on their start-ups and later resume their academics to complete their course.
- 3. Efforts put forth by student entrepreneurs in building their enterprises may be rewarded with academic credits.
- 4. Student innovators will have the option to pursue a start-up in lieu of their mini or major projects, seminars, or summer training. The start-up's focus can be interdisciplinary or multi-disciplinary.
- 5. Student entrepreneurs actively working on a start-up will be permitted to appear for examinations even if their attendance falls below the required percentage, provided they obtain approval from the institution. This will be contingent upon recommendations from the review committee monitoring the progress of their start-up

NORMS FOR FACULTY / STAFF PROJECTS

- 1. Any human subject-related research conducted within a start-up must obtain clearance from the institution's ethics committee
- 2. Faculty members can assume various roles in a start-up, such as owner, direct promoter, mentor, consultant, or an on-board member.
- 3. Faculty-led projects may involve only faculty members, or they can collaborate with students, faculty from other institutions, alumni, or other entrepreneurs.
- 4. Institutions should establish a policy to address 'conflict of interest,' ensuring that faculty members' regular responsibilities are not compromised by their engagement in start-up activities.
- 5. Faculty must clearly separate ongoing institutional research from work conducted at their start-up / project.
- 6. Faculty members should not involve research or administrative staff of the institute in activities related to the start-up, and vice versa.
- 7. Activities such as product documentation, commercialization, and supporting or mentoring projects will be included in the faculty's responsibilities. Each faculty member can select a combination of these tasks (in addition to the mandatory teaching and guidance duties) for performance evaluation and promotion. Ideally, every faculty member should mentor at least project.

ANNEXURE A

INNOV8 – INCUBATION HUB APPLICATION FORM

TITLE OF PROJECT :
CANIDATE DETAILS
FULL NAME : DOB : E MAIL : GENDER : CONTACT NUMBER :
AADHAR NUMBER :
PAN CARD:
INSTITUTION / OFFICE DETAILS
ADDRESS:
PHONE NUMBER: QUALIFICATION DEPARTMENT / SPECIALIZATION NAME OF INSTITUTION NAME OF UNIVERSITY ABOUT YOUR PRODUCT IDEA
TEAM SIZE AND DETAILS
PRODUCT:
SERVICE:

REFERENCES:

1. NAME 2. NAME

PHONE NO: PHONE NO ADDRESS: ADDRESS:

DECLARATION

I certify that the information contained in this application is correct to the best of my knowledge. I understand that to falsify information is grounds for refusing to incubate me at INNOV8, cancel my application/eviction from the center in future, if incubated/pre-incubated. I authorize any person, organization or company listed on this application to furnish you any and all information concerning my previous employment, education and qualifications for employment. I also authorize you to request and receive such information. In consideration for my application, I agree to abide by the rules and regulations of the INNOV8, which rules may be changed, withdrawn, added or interpreted at any time, at the INNOV8 sole option and without prior notice to me. I also acknowledge that my incubation may be terminated, or any offer or acceptance of incubation/pre-incubation withdrawn, at any time, with or without cause, and with or without prior notice at the option of the Centre for Innovation & Entrepreneurship INNOV8 or myself.

Name of Applicant:

Signature of Applicant:

Date:

Place:

ANNEXURE B

COMMITTEE EVALUATION

S.N
PARAMETERS
POOR
AVAERAGE
GOOD
EXCELLENT
1.Product Plan
(Value proposition, Market potential, Industry activeness, Potential social and
strategic national impact and ethical
2.Minimum viable product
3.Market research details
4.Innovation 5.Investment stratergy
6.Scalability
7.Technical feasibility
8.Revenue model
9.Skills of team
Final recommendation :
On hold
Pre incubation
incubation
Reasons
Evaluatava nama
Evaluators name
Evaluatore signatura
Evaluators signature

CRITERIA FOR EVALUATION

- Stage
- Problem
- Solution
- Team
- Registration of project
- Investment
- Scalability
- Minimum viable product/ proof of concept
- Market research
- Business plan
- Technical feasibility
- Revenue statergy
- Skills of team

ANNEXURE C

NON DISCLOSURE AGREEMENT

THIS AGREEMENT MADE ON THIS THE	DAY OF	, 2025
BY AND BETWEEN		
<party 1="">, a company incorporated under</party>	er the Companies Act	, 1956 and having its
registered		
office at < <address>> (hereinafter referred</address>	d to as "", which e	xpression shall unless
repugnant to the context or meaning the	reof, include its succe	ssors in interests and
assigns) OF		
THEONE PART;		
AND		

AND

[INNOV8 INCUBATION CENTER] a Sec8 company incorporated under the Companies Act, 2013 and having its registered office at St. Gregorios Dental College, Chelad(hereinafter referred to as "Company" which expression shall, unless repugnant to the context or meaning thereof, be deemed to include, its representatives and permitted assigns) OF THE OTHER PART; PARTY 1 and INNOV8 Incubation Center shall hereinafter be referred to as such or collectively as "Parties" and individually as "Party".

WHEREAS both the Parties herein wish to pursue discussions and negotiate with each other for the purpose of entering into a potential business arrangement in relation to [Please fill in details of proposed transaction] ("startup incubation facilitation");

AND WHEREAS the Parties contemplate that with respect to the Proposed Transaction, both the Parties may exchange certain information, material and documents relating to each other's business, assets, financial condition, operations, plans and/or prospects of their businesses (hereinafter referred to as "Confidential Information", more fully detailed in clause 1 herein below) that each Party regards as proprietary and confidential; and

AND WHEREAS, each Party wishes to review such Confidential Information of the other for the sole purpose of determining their mutual interest in engaging in the Proposed Transaction;

IN CONNECTION WITH THE ABOVE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1."Confidential and or proprietary Information" shall mean and include any information disclosed by one Party (Disclosing Party) to the other (Receiving Party) either directly or indirectly, in writing, orally, by inspection of tangible objects (including, without limitation, documents, prototypes, samples, media, documentation, discs and code). Confidential information shall include, without limitation, any materials, trade secrets, network information, configurations, trademarks, brand name, know-how, business and marketing plans, financial and operational information, and all other non-public information, material or data relating to the current and/ or future business and operations of the Disclosing Party and analysis, compilations, studies, summaries, extracts or other documentation prepared by the Disclosing Party. Confidential Information may also include information disclosed to the Receiving Party by third parties on behalf of the Disclosing Party.

- 2.The Receiving Party shall refrain from disclosing, reproducing, summarising and/or distributing Confidential Information and confidential materials of the Disclosing Party except in connection with the Proposed Transaction.
- 3.The Parties shall protect the confidentiality of each other's Confidential Information in the same manner as they protect the confidentiality of their own proprietary and confidential information of similar nature. Each Party, while acknowledging the confidential and proprietary nature of the Confidential Information agrees to take all reasonable measures at its own expense to restrain its representatives from prohibited or unauthorised disclosure or use of the Confidential Information.
- 4.Confidential Information shall at all times remain the property of the Disclosing Party and may not be copied or reproduced by the Receiving Party without the Disclosing Party's prior written consent.
- 5.Within seven (7) days of a written request by the Disclosing Party, the Receiving Party shall return/destroy (as may be requested in writing by the Disclosing Party or upon expiry and or earlier termination) all originals, copies, reproductions and summaries of Confidential Information provided to the Receiving Party as Confidential Information. The Receiving Party shall certify to the Disclosing Party in writing that it has satisfied its obligations under this paragraph.

6.The Receiving Party may disclose the Confidential Information only to the Receiving Party's employees and consultants on a need-to-know basis. The Receiving Party shall have executed or shall execute appropriate written agreements with third parties, in a form and manner sufficient to enable the Receiving Party to enforce all the provisions of this Agreement.

7.Confidential Information, however, shall not include any information which the Receiving Party can show:

a.is in or comes into the public domain otherwise than through a breach of this Agreement or the fault of the Receiving Party; or

b.was already in its possession free of any such restriction prior to receipt from the Disclosing Party; or

c.was independently developed by the Receiving Party without making use of the Confidential Information; or

d.has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party.

8.In the event either Party receives a summons or other validly issued administrative or judicial process requiring the disclosure of Confidential Information of the other Party, the Receiving Party shall promptly notify the Disclosing Party. The Receiving Party may disclose Confidential Information to the extent such disclosure is required by law, rule, regulation or legal process; provided however, that, to the extent practicable, the Receiving Party shall give prompt written notice of any such request for such information to the Disclosing Party, and agrees to co-operate with the Disclosing Party, at the Disclosing Party's expense, to the extent permissible and practicable, to challenge the request or limit the scope there of, as the Disclosing Party may reasonably deem appropriate.

9. Neither Party shall use the other's name, trademarks, proprietary words or symbols or disclose under this Agreement in any publication, press release, marketing material, or otherwise without the prior written approval of the other.

- 10. Each Party agrees that the conditions in this Agreement and the Confidential Information disclosed pursuant to this Agreement are of a special, unique, and extraordinary character and that an impending or existing violation of any provision of this Agreement would cause the other Party irreparable injury for which it would have no adequate remedy at law and further agrees that the other Party shall be entitled to obtain immediately injunctive relief prohibiting such violation, in addition to any other rights and remedies available to it at law or in equity.
- 11. The Receiving Party shall indemnify the Disclosing Party for all costs, expenses or damages that Disclosing Party incurs as a result of any violation of any provisions of this Agreement. This obligation shall include court, litigation expenses, and actual, reasonable attorney's fees. The Parties acknowledge that as damages may not be a sufficient remedy for any breach under this Agreement, the non-breaching party is entitled to seek specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach, in addition to any other remedies at law or in equity.
- 12. Neither Party shall be liable for any special, consequential, incidental or exemplary damages or loss (or any lost profits, savings or business opportunity) regardless of whether a Party was advised of the possibility of the damage or loss asserted.
- 13. Both the Parties agree that by virtue of the Parties entering into this Agreement neither Party is obligated to disclose all or any of the Confidential Information to the other as stated in this Agreement. The Parties reserve the right to disclose only such information at its discretion and which it thinks, is necessary to disclose in relation to the Proposed Transaction.
- 14. Both the Parties agree that this Agreement will be effective from the date of execution of this Agreement by both Parties and shall continue to be effective till the Proposed Transaction is terminated by either Party by giving a thirty (30)days notice, in case either Party foresees that the Proposed Transaction would not be achieved. Notwithstanding anything contained herein, the provisions of this Agreement shall survive and continue after expiration or termination of this Agreement for a further period of five year(s) from the date of expiration. It being further clarified that notwithstanding anything contained herein, in case a binding agreement is executed between the Parties in furtherance of the Proposed Transaction, the terms and conditions of this

agreement shall become effective and form a part of that binding agreement and be co-terminus with such binding agreement and shall be in effect till the term of such binding agreement and shall after its expiry and or early termination shall continue to be in force in the following manner:

a.....years after the termination of the binding agreement b.....years after the expiry of the binding agreement (whichever is earlier)

- 15. Each Party warrants that it has the authority to enter into this Agreement.
- 16. If any provision of this agreement is held to be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected and each provision hereof shall be valid and enforceable to the fullest extent permitted by law. Any invalid or unenforceable provision of this Agreement shall be replaced with a provision that is valid and enforceable and most nearly reflects the original intent of the unenforceable provision.
- 17. This Agreement may be executed in two counterparts, each of which will be deemed to be an original, and all of which, when taken together, shall be deemed to constitute one and the same agreement.
- 18. The relationship between both the Parties to this Agreement shall be on a principal-to principal basis and nothing in this agreement shall be deemed to have created a relationship of an agent or partner between the Parties and none of the employees of COMPANY shall be considered as employees of PARTY 1.
- 19. This Agreement shall be governed by the laws of India. Both parties irrevocably submit to the exclusive jurisdiction of the Courts in Bangalore, for any action or proceeding regarding this Agreement. Any dispute or claim arising out of or in connection herewith, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of Procedure of the Indian Arbitration & Conciliation Act, 1996, including any amendments thereof. The arbitration tribunal shall be composed of a sole arbitrator, and such arbitrator shall be appointed mutually by the Parties. The place of arbitration shall be Bangalore, India and the arbitration proceedings shall take place in the English language.
- 20. Additional oral agreements do not exist. All modifications and amendments to this Agreement must be made in writing.
- 21. The Agreement and/or any rights arising from it cannot be assigned or otherwise transferred either wholly or in part, without the written consent of the other Party.