

INCUBATION CENTRE USER AGREEMENT

This Agreement is made on this ____ day of _____ 20__

Between

MSGI Forge, having its office at 363, Arcot Road, Puliyur 1st Main Rd, Subedar Colony, Arcot Road, Kodambakkam, Chennai - 641024, hereinafter referred to as "*the Incubation Centre*"

And

[Startup/Individual Name], having its office/address at

_____,
hereinafter referred to as "*the User*"

1. Purpose

The Incubation Centre provides workspace and ecosystem support for **startup, innovation, research, and professional activities**.

The User agrees to utilize the facilities strictly for intended and lawful purposes.

2. Scope of Facilities

The Incubation Centre provides access to:

- Workspace (as allocated)
- Internet and IT infrastructure
- Meeting rooms / conference rooms / interview cabins
- Makerspace and Centres of Excellence (subject to approval)
- Common amenities and facilities

3. Terms of Use

The User agrees to:

- Use the facilities **only for legitimate and professional purposes**
- Maintain **discipline, professionalism, and mutual respect**
- Avoid any activity that disrupts the working environment

4. Prohibited Activities

The User shall not engage in:

- Any **illegal, unethical, or fraudulent activities**
- Viewing, storing, or sharing **inappropriate or prohibited content**
- Misuse of internet, infrastructure, or facilities
- Activities damaging the **reputation or property** of the institution
- Unauthorized commercial or non-relevant activities

5. IT & Internet Usage

- Internet access is strictly for **official and business purposes**
- Users shall not:
 - Access illegal or inappropriate websites
 - Download pirated or unauthorized content

- Attempt to breach network security
- High bandwidth usage must be within approved limits
- Violations may lead to **immediate suspension of services**

6. Asset Responsibility

- The User is responsible for all **assets issued or used**
- Any damage, loss, or misuse shall be **borne by the User**
- Unauthorized relocation or modification of assets is not permitted

7. Security & Access

- Access is restricted to **authorized personnel only**
- ID cards / access credentials must not be shared
- Visitors must comply with entry protocols
- Users must adhere to surveillance and security measures

8. Maintenance & Cleanliness

- The User shall maintain **cleanliness and orderliness**
- Common spaces must be used responsibly
- Food and beverages must be consumed in designated areas

9. Booking & Shared Space Usage

- Meeting rooms, conference halls, and interview cabins must be **pre-booked**
- Usage must adhere to allocated time slots
- Unauthorized or extended usage may attract additional charges

10. Makerspace & CoE Usage

- Access is subject to **approval and safety guidelines**
- Users must follow all **technical and safety protocols**
- Misuse may result in **revocation of access**

11. Safety & Compliance

- Users must follow all **fire safety and emergency procedures**
- Hazardous materials and unsafe practices are strictly prohibited
- Any safety concerns must be reported immediately

12. Commercial Terms

The User agrees to the prescribed charges:

- Workspace: ₹100 per day + ₹15 maintenance
- Conference Room (10-seater): ₹1000 per hour
- Interview Cabins: ₹300 per hour

Payments must be made as per agreed timelines. Non-payment may result in restricted access.

13. Liability & Damages

- The User shall be liable for any **damage to property or infrastructure**
- Repair/replacement costs shall be recovered from the User
- All damages must be reported immediately

14. Termination

The Incubation Centre reserves the right to suspend or terminate access in case of:

- Policy violations
- Misconduct or misuse
- Non-payment
- Activities affecting safety, security, or institutional reputation

15. Governing Law & Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India.

Subject to Clause 16, the courts at **Chennai, Tamil Nadu** shall have exclusive jurisdiction over all matters arising out of this Agreement.

16. Dispute Resolution & Arbitration

Any dispute arising out of or relating to this Agreement shall first be resolved amicably.

If unresolved within 15 days, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration and Conciliation Act, 1996.

- Arbitration shall be conducted by a **sole arbitrator** mutually appointed
- In case of failure to mutually appoint, appointment shall be as per the Act
- The **seat and venue shall be Chennai, Tamil Nadu**
- Proceedings shall be in **English**
- The arbitral award shall be **final and binding**

17. Indemnity

The User agrees to indemnify and hold harmless the Incubation Centre from any claims, damages, liabilities, or expenses arising out of:

- Breach of this Agreement
- Misuse of facilities
- Illegal or negligent acts
- Third-party claims arising from the User's business activities

18. Limitation of Liability

- The Incubation Centre shall not be liable for any **direct or indirect losses**, including loss of data, business interruption, or loss of profits
- No guarantee is provided for uninterrupted services
- Total liability, if any, shall be limited to the **fees paid by the User**
- The User is responsible for maintaining **backup of all critical data**

19. Amendments

The Incubation Centre reserves the right to modify policies.
Users shall comply with all updated terms.

20. Declaration

I/We hereby agree to abide by all terms and conditions of this Agreement.

For Incubation Centre

Name: _____

Designation: _____

Signature: _____

For User

Name: _____

Startup Name: _____

Signature: _____

