

15 -ാം കേരള നിയമസഭ

13 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 3834

17-03-2025 - ൽ മറുപടിയ്ക്ക്

സ്റ്റാർട്ടപ്പ് ജീനോം -ന്റെ 2020-ലെ കരാർ

| ചോദ്യം                        |   | ഉത്തരം                                |  |
|-------------------------------|---|---------------------------------------|--|
| ശ്രീ. എൽദോസ് പി. കുനപ്പിള്ളിൽ |   | ശ്രീ. പിണറായി വിജയൻ<br>(മുഖ്യമന്ത്രി) |  |
| (എ)                           | സ്റ്റാർട്ടപ്പ് ജീനോം എന്ന അന്താരാഷ്ട്ര സ്ഥാപനം കേരള സ്റ്റാർട്ട് അപ്പ് മിഷനുമായി 2020-ൽ ഉണ്ടാക്കിയ കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ? | (എ)                                   | കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു. |

സെക്ഷൻ ഓഫീസർ

## **Services Agreement**

This Services Agreement ("Agreement") is made on this day of September 15, 2020 ("Effective Date"), by and between Startup Genome LLC ("Genome"), having a place of business at 5 3<sup>rd</sup> St, Suite 717, San Francisco, CA; and, Technopark Technology Business Incubator (T-TBI) branded as Kerala Startup Mission, having a place of business at G3B, Thejaswini, Technopark Campus, Kariyavattom, Trivandrum, Kerala, India, (referred to as "Member"); (all of which may individually be referred to as "Party" or collectively as "Parties").

**WHEREAS**, this Agreement is a standard one-to-many services agreement where more than 30 governments across 25 countries agree to a standard set of services at standard terms and conditions. Therefore, unlike a custom one-to-one services agreement, its main components cannot be modified nor can its Governing Law because this would create many different interpretations of the Agreement, making this project much more expensive if not impossible to manage.

**WHEREAS**, Genome is a provider of innovation policy advisory services, research services and content, and the creator of the Global Startup Ecosystem Report ("GSER").

**WHEREAS**, the Parties wish to enter into this Agreement to feature the Kerala startup ecosystem ("Member Ecosystem") in the GSER to amplify exposure to global investors, founders and talent, and help create a credible Ecosystem Identity.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

### **I. Deliverables**

Genome proposes to deliver the services detailed in Section A of the attached proposal "Ecosystem Branding Membership For Kerala" (see Appendix A).

### **II. Roles & Responsibilities**

1. Genome will be leading the work necessary to deliver the above services, including:
  - a. leading the development and global distribution of the GSER;
  - b. leading the development of the deep dive on the Kerala startup ecosystem;
  - c. leading the development of sub-sector reports;
  - d. organizing the global member meeting.
2. MEMBER will be guiding Genome in the content creation process; including:
  - a. suggesting key organizations, policies and programs, and startup success stories that are to be featured in the GSER;
  - b. drafting a quotation from a local opinion leader to be included in the GSER;
  - c. providing feedback to Genome's suggestions in an effective and timely manner.
3. MEMBER will be supporting Genome in maximizing global and local media reach
  - a. Member will locally promote the GSER through its PR channel or agency, by email, and through social networks and other means available to Member.

4. MEMBER will promote content developed by Genome through their national and local media networks.

### III. Intellectual Property

1. Secondary Data. Data sourced from Genome's partner databases and instruments, such as but not limited to lists of startups, funding data and exit data from Crunchbase, Dealroom, Pitchbook and local organizations, are the sole property of Genome's partners and cannot be shared or reproduced without the prior written approval of Genome or the appropriate partner.
2. Media Communication. Any media communication or publication, whether online or offline (for instance but not limited to press releases, direct mail, email marketing and web pages), based in all or in part on Genome data, reports or content must prominently mention the Genome brand.

### IV. Publishing

1. GSER downloads: Member agrees to respect and enforce the following, in order to keep a precise count of the number of downloads and capture the contact information of every user requesting the report.
  - a. Members will route report downloads through the startupgenome.com website. This shall be achieved by placing a link from the Member's website to the Genome GSER download page. Reports shall not be emailed on a normal basis.
  - b. Members are allowed to print and distribute copies of the GSER, provided they notify Genome for any production or distribution of more than 100 copies.
2. Each Party assumes its own printing and publishing costs, website and web publishing expenses, and any related costs associated with its specific needs.
3. Member has the right to have the GSER or any Genome content translated at its own cost into another language by a reputable translation agency. The publication and downloads of the translated report or content is subject to the Intellectual Property and Publishing sections (sections III and IV).

### V. Compensation

1. For the services rendered in this proposal the following indicates the price in \$USD:

- a. Ecosystem Branding Membership - 2 Years (24 Months) \$18,000 USD

#### 2. Payment Terms

- a. Year 1 - Payment 1

*(30 days upon signature)*

- i. 25%

\$ 4,500 USD

Subtotal: \$ 4,500 USD

b. Year 1 - Payment 2

(by March 31, 2021)

i. 25%

\$ 4,500 USD

Subtotal: \$ 4,500 USD

c. Year 2 - Payment 1

(by June 30, 2021)

i. 25%

\$ 4,500 USD

Subtotal: \$ 4,500 USD

d. Year 2 - Payment 2

(by Dec 31, 2021)

i. 25%

\$ 4,500 USD

Subtotal: \$ 4,500 USD

**Total Price: \$ 18,000 USD**

a. To be made in USD by wire transfer to:

Startup Genome LLC

5 3rd St, Suite 717

San Francisco, CA 94103-3218

Account number: 325061972784

Domestic Routing number: 026009593

International Routing Code (swift):BOFAUS3N (for incoming wires in USD)

Bank of America, NA

222 Broadway

New York, New York 10038

## **VI. Term and Termination**

1. Term. The term of this Agreement ("Term") shall commence on the Effective Date and shall continue until September 30, 2022 with Section III, IV, VII, and VIII remaining in force.
1. Termination. Notwithstanding the foregoing, either Party may terminate this Agreement on written notice to the other Party upon the occurrence of a material breach by the other Party of any covenant, duty or undertaking hereunder, which material breach continues without cure for a period of thirty (30) days after written notice of such breach from the non-breaching Party to the breaching Party. Any payment made by Member to Genome is considered forfeited upon early termination except if the termination follows an uncured breach by Genome.

## **VII. Confidentiality**

1. Parties covenant to each other that neither Party shall disclose to any third party (other than its employees and directors, in their capacity as such, and the employees and directors of any affiliate on a need to know basis so long as they are bound by the terms of this Agreement) any confidential information except: (i) to the extent necessary to comply with any law or valid order of a court of competent jurisdiction (or any regulatory or administrative tribunal), in which event the Party so complying shall so notify the others as promptly as practicable (and, if possible, prior to making any disclosure) and shall seek confidential treatment of such information, if available; (ii) as part of its normal reporting or review procedure to its auditors or its attorneys, as the case may be, so long as they are notified of the provisions of this Agreement; (iii) in order to enforce its rights pursuant to this Agreement; (iv) in connection with any filing with any governmental body or as otherwise required by law; and (v) in a confidential disclosure made in connection with a contemplated financing, merger, consolidation or sale of capital stock of a Party.
2. Confidential Information shall mean any information which is or should be reasonably understood to be confidential or proprietary includes, but is not limited to, information about each Party's third-party partners and collaborators, services, or either Party's sales, cost and other unpublished financial information, product and business plans, projections, marketing data, advertisers and sponsors but shall not include information: (a) already lawfully known to or independently developed by a Party, (b) disclosed in published materials, (c) generally known to the public, (d) lawfully obtained from any third party or (e) required to be disclosed by law.

## **VIII. Non-Solicitation of Employees and Consultants.**

During the Term and for one year thereafter, Member will not, directly or indirectly, solicit, recruit, request, cause, induce or encourage any person who is an employee, consultant or contractor of Genome to leave the employment of or terminate or limit his or her relationship with Genome or to perform work for a competitor.

## **IX. Representations/Authority**

1. Each Party represents that it has the authority to enter into this Agreement and to perform its obligations hereunder, that it has the right to grant the rights granted to the other Party hereunder.

## **X. Amendment and Waiver; Successors and Assigns**

1. No failure or delay on the part of any Party hereto in exercising any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or future exercise thereof or the exercise of any other right, power or remedy. This Agreement shall not be amended, waived, modified, assigned or transferred except by a written consent to that effect signed by the non-assigning Party, provided that either Party may transfer or assign this Agreement without the consent of the other Party in the event of a merger with, or a sale or all or substantially all of its assets to, a third party, a merger, consolidation, reorganization, spin off or other change of control transaction of that Party ("Change of Control").
2. This Agreement shall inure to the benefit of and be binding on the successors and permitted assigns of the parties hereto. Notwithstanding the foregoing, each Party agrees that if a Change of Control transaction occurs, it shall: (i) provide prior written notice of such Change of Control to the other Party; and, (ii) cause the successor, assignee, transferee, acquirer or other third party in such Change of Control to assume in writing all of its obligations hereunder. Any assignment, transfer, or assumption or Change of Control shall not relieve a Party of liability hereunder.

## **XI. Severability**

Should one or more provisions of this Agreement be or become invalid, the parties hereto shall substitute, by mutual consent, valid provisions for such invalid provisions which valid provisions in their economic effect are sufficiently similar to the invalid provisions that it can be reasonably assumed that the parties would have entered into this Agreement with such valid provisions.

## **XII. Dispute Resolution**

1. In case of any dispute or controversy arising under or in connection with this Agreement and/or relating to the payments between Parties to this Agreement, the Parties shall agree to attempt to settle and resolve same amicably and in a spirit of Good Faith and compromise before availing themselves of any action at law. If such efforts fail to resolve such dispute(s), such dispute, controversy or claim arising out of, relating to, or in connection with, this Agreement, or the breach, termination or validity thereof, shall be settled by first by mediation, and, if mediation fails, by arbitration.
2. Mediation shall be conducted by a Mediator jointly agreed upon by the Parties hereto. The Parties shall each pay 50% of the Mediator's fee.
3. If necessary, arbitration shall be conducted before a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Arbitration shall take place in San Francisco, California. Judgment may be entered on the arbitrator's award in any court having jurisdiction, and the parties irrevocably consent to the jurisdiction of such courts for that purpose.
4. The parties waive personal service in connection with any such arbitration; any process or other papers under this provision may be served outside the home state of either Party by registered mail, return receipt requested, or by personal service, provided a reasonable time for appearance or response is allowed.
5. All decisions of the arbitrator shall be final and binding on the parties.
6. The parties shall equally divide all costs of the American Arbitration Association and the arbitrator. Each Party shall bear its own legal fees in any dispute. The arbitrator may grant injunctive or other relief, but arbitration shall not prevent either Party from seeking injunctive relief in an appropriate court to enforce its rights hereunder.

### **XIII. Publicity**

Each Party authorizes the other Party to issue a press release in relations to the signing of the Agreement, provided the press release receives the prior approval of the other Party (which approval shall not be unreasonably withheld or delayed).

### **XIV. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed therein, without regard to principles of conflicts of laws.

### **XV. Notices**

1. All notices required or permitted to be given hereunder shall be in writing and either hand-delivered, faxed, mailed by certified first class mail, postage prepaid, or sent via electronic mail to the other Party or parties hereto at the addresses first set forth above.
2. A notice shall be deemed given when delivered personally, when the faxed notice is transmitted by the sender, three business days after mailing by certified first class mail, or on the delivery date if delivered by electronic mail.

### **XVI. Entire Agreement**

This Agreement constitutes the entire agreement and supersedes all prior agreements of the Parties with respect to the transactions set forth herein and, except as otherwise expressly provided herein, is not intended to confer upon any other rights or remedies hereunder.

### **XVII. Counterparts**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

**IN WITNESS WHEREOF** each Party executes this Agreement by an officer duly authorized to bind such Party as of the Effective Date.

**Startup Genome LLC**

**Kerala Startup Mission (Member)**

By:   
(signature)

Name: JF Gauthier  
Title: Founder & CEO

By:   
(signature)

Name: Dr Saji Gopinath  
Title: Chief Executive Officer

