



# iDEX Innovations for Defence Excellence

## PM Awardee

### GRANT-IN-AID LETTER AGREEMENT

This Grant-in-aid Letter Agreement (hereinafter called as “GLA”) is between Defence Innovation Organisation, Department of Defence Production, Ministry of Defence, Government of India having its Office at South Block, New Delhi (hereinafter called DIO) and the Partner Incubator, a \_\_\_\_\_, having its office at \_\_\_\_\_:

Annexure 1 shall form an integral part and parcel of this GLA and terms and conditions thereof shall be read in conjunction with provisions contained in this GLA.

DIO -iDEX envisages to work with India’s leading incubators, which would help in discovery and exploration of IDEX Winners/MSMEs that can perform the function of co-creation.

#### **I) Aims & Objectives:**

The objectives of collaboration between the Partner Incubator and DIO-iDEX

1. Explore and discover iDEX Winners/MSMEs which can co-create innovative defence technologies with the Indian armed forces.
2. Mentor and nurture such iDEX Winners/MSMEs.
3. Run programs like accelerators to support the identified IDEX Winners/MSMEs.
4. Promote defence innovations at the schools and college levels.
5. Support identified IDEX Winners/MSMEs with prototyping and piloting defence related products/technologies.
6. Support DIO-iDEX in building the ecosystem for iDEX Winners to interact with the Indian Defence establishment.

In order to achieve the above objectives, the initial set of activities proposed is as below. These can be enhanced or modified by the agreement or implementing arrangement of both Parties during the implementation.

1. Build pipeline for Defence needs
  - Partner Incubator will support DIO-iDEX in locating iDEX Winners/MSMEs which can address the technological needs of India's Armed Forces.
  - DIO-iDEX will share with Partner Incubator the current technological requirements of the armed forces and Partner Incubator will explore their networks of iDEX Winners to curate the most suitable ones and facilitate their interaction with the DIO-iDEX team.
2. Due Diligence and Mentorship for selected iDEX Winners

- Partner Incubator will provide mentorship to iDEX Winners selected by DIO-iDEX.
- Partner Incubator to assist iDEX in setting milestones and objective of the project of selected iDEX Winner
- Partner Incubator shall provide the required feedback to iDEX for clearing the technical milestone of the selected iDEX Winner
- Partner Incubator to provide techno-financial due diligence of SPARK Grantee at each milestone

Partner Incubator shall be required to comply with all the guidelines governing the role and responsibility of Partner Incubator as contained in GRANT UTILIZATION GUIDELINES FOR IDEX-FUNDED ACCELERATORS AT PARTNER INCUBATORS which shall form an integral part and parcel of this GLA.

### 3. Strengthen the Innovation Ecosystem

- Partner Incubator will run programs like accelerators, incubation, etc. to strengthen selected iDEX Winners/MSMEs beneficial for the Indian Defence Sector.
- Partner Incubator will undertake initiatives to reach out, spread awareness and promote innovations for defence among students at both the college and school level.
- Partner Incubator will provide support to DIO-iDEX in other activities like out-reach and promotional undertakings.

### 4. Support prototyping and piloting of products/technologies developed by identified iDEX Winners/MSMEs

- Partner Incubator will support DIO-iDEX and selected iDEX Winners/MSMEs in carrying out the prototyping and piloting of their products/technologies using its network of experts and mentors.

**II) Project Duration:** The duration of engagement is for a period of 24 months from the date of acceptance and signing of the GLA. Each PI to incubate a minimum number of 04 iDEX Winners within 12 months of signing the Grant letter Agreement (GLA) as per new guidelines approved.

### III) Action Plan for iDEX Accelerator Services delivered by PI

Key Result/Functional Areas	Expected Outcomes
<p><b>1. Outreach and Activation</b></p> <p>A. Organise DISC Roadshows &amp; Outreach Events in physical, digital and hybrid formats, in collaboration with Academia, IDEX Winner Ecosystem Enablers,</p>	<p>For each edition of iDEX DISC/Prime or other schemes launched by DIO: Min. 2 events;</p>

<p>Industry Associations, Private/Public sector Defence OEs, Defence Services etc. to create widespread awareness;</p> <p>B. Actively scout for iDEX Winners to apply for iDEX DISC and Open Challenge.</p>	<p>Min. 1 application sourced under each launched challenge.</p>
<p>2. Screening, Evaluation &amp; Selection of DISC and Open Challenge Proposals</p> <p>A. Screening and shortlisting of DISC/Prime/OC applications from innovators/iDEX Winners assigned including the coordination and facilitation of HPSC proceedings to be undertaken either directly/independently or jointly with DIO, and the completion of all SOPs and documentation as is required by DIO and in accordance with the guidelines/templates;</p>	<p>Number of applications screened and Number of HPSC presentations as may be required/specified by DIO after ensuring a balanced allocation to all the PIs;</p>
<p>3. iDEX Contract &amp; Grant Administration</p> <p>A. Support DIO with grant appraisal and diligence process prior to innovation grant contract execution for those iDEX projects assigned to and accepted by the PI;</p> <p>B. Manage the end-to-end process of grant administration relating to monitoring, evaluating and reporting the milestone wise progress/performance of the iDEX innovation projects in accordance with the guidelines formulated by and meeting the expectations of DIO;</p> <p>C. Monitor the iDEX Innovation Projects to be in complete adherence to the principles and practices of the iDEX PMA (Product Management Approach), ensuring timely completion of due SOPs and proper documentation of PMA artifacts as is desired by DIO;</p>	<p>Number of iDEX Projects acceptable to the PI.</p>
<p>4. Strategic Advisory &amp; Mentoring</p> <p>A. Organise Master classes and Office Hours (1-on-1) with experts in the fields of: a. entrepreneurship, b. military-grade technology and product development, product certification and trials, c. fundraising &amp; financial planning, d. company building &amp; scaling, e. IP Ownership &amp; Protection, f. business operations, g. corporate governance etc.</p>	<p>Min. 2 hours of group and Min. 1 hour of individual sessions per iDEX Winner every month;</p>
<p>5. Ecosystem Building</p> <p>A. Organise events, conferences, visits, iDEX Winner demos, ecosystem meet-ups, and other forms of</p>	<p>Min. 1 IDEX Winner Showcase for raising investments each year;</p>

physical, digital or hybrid events required to strengthen the ecosystem connects for iDEX. iDEX Winners to gain access to investments and strategic Partnerships with Industry, VCs, etc.

Min. 1 Industry-IDEX Winner Roundtable to create pathways for iDEX Winners to partner with established companies in defence-production, commercialisation, technology transfer, investments etc.

#### IV) Grant support from iDEX-DIO to PI

1) Administration charges (Fixed Component (FC)): Rs.12 Lakhs yearly for iDEX program management, outreach, event, investor meet and overheads. This grant will be disbursed annually to PIs.

2) Consultation amount (Variable Component (VC)): @ Rs 50,000 per milestone per iDEX DISC/OC Winner contract and @ Rs. 70,000 per milestone per iDEX Prime Winner contract for the 6 milestones achieved as per iDEX Winner agreement. This grant is to be utilized as consultation fee for mentoring, handholding, PMA, WBS, milestone diligence, travel related to iDEX Winner activities and any other specific iDEX Winner related activities.

V) THIS GLA is between DIO and **Name of PI**, and is effective as of the date of last signature. Each party to this GLA may be referred to individually as a "Party", and all Party together as the "Parties." As a condition of this grant, the Parties enter into this GLA by having their authorized representatives sign below:

<b>I) For and on behalf of DIO</b>
Name
Designation
<b>Official Seal</b>

<b>II) For and on behalf of M/s Name of PI</b>
Signature
Name
Designation
<b>Seal</b>

## Annexure 1

The terms and conditions for Project support under Grant-in-aid Letter Agreement (hereinafter called as “GLA”) are as follows;

### 1. FUND DISBURSEMENT

- a. FC shall be disbursed on signing of GLA. It shall be calculated proportionately from the date of signing of GLA. For the subsequent year FC shall be disbursed at the beginning of the next Financial Year. All funds released shall be subject to satisfactory progress against the objectives, outputs, milestones and targets specified whose progress shall be determined by DIO.
- b. VC Component shall be disbursed quarterly upon completion of agreed milestone, as per the date reflected on iDEX Portal.

### 2. FUND UTILISATION AND ACCOUNTING

- a. The Partner Incubator and the Institute shall submit the Utilization Certificate (UC) and Statements of Expenses (SOE) duly audited by a chartered accountant for the expenditure incurred towards the Project for every half year period.
- b. Any shortfall in the actual expenditure incurred as reflected in the submitted UC & the funds released as per (1) above shall be adjusted in the subsequent fund release.
- c. The Partner Incubator shall keep the Grant in a separate no-lien account in the name of the partner incubator with a Scheduled Bank (as defined under the RBI Act, 1934), the withdrawals and payments from which account shall be subject to verification by DIO.
- d. The Partner Incubator, shall take adequate care to maintain the capital assets acquired for the Project through DIO’s Grant. The capital assets acquired through DIO’s Grant shall not be disposed of or hypothecated without the specific approval of DIO till full and final settlement of all dues to the satisfaction of DIO.

### 3. INDEMNIFICATION

- a. The Partner Incubator shall at all times, indemnify and keep indemnified DIO against any claims or suits in respect of any losses, damages or compensation payable in consequences of any accident, death or injury sustained by their employees or by any other third party resulting from or by any act, omission or operation conducted by or on their behalf;
- b. The Partner Incubator shall, at all times, indemnify and keep indemnified DIO against all claims/damages etc. of any Intellectual Property Rights (IPR) while carrying out their responsibilities/work under the Project and this GLA.
- c. The provision of Grant of funds by DIO does not create any liability, explicit or implicit, on DIO in respect of the manpower engaged in the Project.
- d. The Parties shall not be held responsible for non-fulfilment of their respective obligations in successful completion of the Project under this GLA due to the exigency of one or more force majeure events such as but not limited to acts of God, war, flood, earthquakes etc.

#### **4. FORECLOSURE AND TERMINATION**

In case, during the Project Duration, it is found that the Project is not likely to lead to successful completion, DIO may decide to foreclose the Project as warranted. The decision of the DIO shall be final in all respects and shall not be amenable to challenge in any Court or Arbitral Forum. No liability shall be attracted by DIO for such foreclosure. The Partner Incubator shall immediately refund any Grant unutilized out of DIO's disbursements to DIO.

#### **5. DISPUTE RESOLUTION AND ARBITRATION**

In the event of any dispute or difference between the Parties hereto upon or in relation to or in connection with this GLA, such dispute or difference, shall be resolved amicably and in good faith by mutual consultation.

If such resolution is not possible, then the unresolved dispute or difference whatsoever arising between the Parties out of or relation to the construction, meaning, scope, operation or effect of this GLA or the validity/ breach thereof or in respect of any defined legal relationship associated therewith or derived therefrom dispute shall be submitted for arbitration to India International Arbitration Center (IIAC), New Delhi. The Authority to appoint the arbitrator(s) shall be the IIAC. The Arbitration shall be administered in accordance with the India International Arbitration Centre (Conduct of Arbitration) Regulations, 2023 . The award made in pursuance thereof shall be binding on the Parties. The venue of arbitration shall be New Delhi and the arbitration proceedings shall be conducted in English Language. The provision of this Clause shall not become inoperative notwithstanding the GLA expiring or ceasing to exist or being terminated or foreclosed.

#### **6. GOVERNING LAW**

This GLA and the associated undertaking shall be governed and interpreted in accordance with the laws of India subject to the exclusive jurisdiction of the Courts at New Delhi.