



COMSATS University Islamabad

Registrar Secretariat, Principal Seat, Islamabad

No. CUI-Reg/Notif-153/23/911


November 7, 2023

NOTIFICATION

Subject: **Business Incubation Center (BIC) Policy of COMSATS University Islamabad (CUI)**

In continuation of the Registrar Secretariat's Notification No. CUI-Reg/Notif-25/23/145 dated February 13, 2023 (copy attached), the enclosed "Specimen of Agreement between Business Incubation Center (BIC) – COMSATS University Islamabad (CUI) & Startup including Faculty Led Startups" and "Specimen of Affidavit from the Founder of Startup" relevant to the BIC Policy of CUI are hereby notified, for implementation across CUI.

This issues with approval of the Rector, CUI.



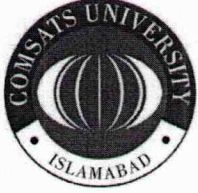
(Shahzad Ahmed)
Manager/ Incharge, Management

Distribution:

- All concerned

Copy to:

- SO to the Rector
- PS to the Registrar



COMSATS University Islamabad

Registrar Secretariat, Principal Seat, Islamabad

No. CUI-Reg/Notif-25/23/145

February 13, 2023

NOTIFICATION

Subject: Business Incubation Center (BIC) Policy of COMSATS University Islamabad (CUI)

Consequent upon approval of the Syndicate in its 9th meeting held in five Sessions on December 6, 7, 8, 13 and 23, 2022, 'Business Incubation Center (BIC) Policy of COMSATS University Islamabad (CUI)' (copy enclosed) is hereby notified for implementation across the CUI.

This issues with approval of the Rector, CUI.

(Shahzad Ahmed)

Manager/ Incharge C&L Section

Distribution:

- All concerned

CC:

- Incharge, ORIC
- SO to the Rector
- PS to the Registrar



Business Incubation Center Policy

COMSATS University Islamabad

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16th May, 2022

Preamble

The COMSATS University Islamabad (CUI), is a leading public sector, federally chartered university working under the administrative control of the Ministry of Science and Technology, Government of Pakistan. The Business Incubation Office (BIC) is a primary office of the university to support, guide, promote and improve the entrepreneurship culture among students of CUI and faculty members. This policy has been prepared keeping in view the Higher Education Commission policy on Business Incubation Centers effective from 01st January 2022 and CUI's current prevailing policies and operations.

INTRODUCTION & OBJECTIVE

1. Business incubation is a business support process that accelerates the successful development of start-ups and fledgling companies by providing entrepreneurs with an array of targeted resources and services.
2. The BIC Policy defines the expected role of a BIC and sets clear KPIs (Key Performance Indicators) to measure their performance.
3. BIC program envisions the following objectives:
 - a. Fostering an entrepreneurial spirit at CUI and encouraging students, CUI faculty & early-stage startups to create new enterprises.
 - b. Supporting the development of an innovation ecosystem at CUI.

SERVICES OFFERED AT THE BIC

4. The following set of services are envisioned at the BIC:
 - a. BIC provides guidance, including lectures, mentoring, access to materials, and technical advice on launching startups, selecting business strategies, protecting their intellectual property, mobilizing resources, and converting innovative ideas into successful enterprises.
 - b. Facilitating access to laboratories, libraries, ICT-facilities, technical workforce, subject-matter experts.
 - c. Seed money will be provided to student startups on the recommendations of the Management Committee.
 - d. Ensuring that the startups apply their knowledge to real business problems as case studies and generate opportunities for CUI students to get internships or part-time jobs.

- e. Readiness in terms of innovation through incubation, financial capacity, strategic commitment proven through a viable business plan and sustainability model. Virtual incubation is also offered at BIC.

BIC STRUCTURE AND GOVERNANCE

5. The Business Incubation Center Manager is responsible for the oversight of daily operations of the business incubation center including marketing the facility and recruiting new tenants, providing support to existing tenants, facilitating training for tenants, conducting professional development trainings programs, and aspiring entrepreneurs and developing the infrastructure that support and encourages economic development in Country.
6. BIC, Islamabad will lead all the campuses for incubation activities.
7. BIC will engage in early-stage incubation of startups.
8. The BIC Management Committee will comprise of at least 07 Members coming from the Private Sector, ORIC, BIC management. The Head ORIC (Pro-Rector) and an Eminent Business personality/Industry Leader will serve as Co-Chairs of the committee.

Key Performance Indicators of BIC

9. The following are the Key Performance Indicators for performance of BIC and startup companies:
 - a. Numbers of Faculty Startups inducted at BIC.
 - b. Numbers of student startups/companies inducted at BIC.
 - c. Revenue earned by student startups/companies and faculty startups.
 - d. Number of Jobs and Internships Created by startup companies.
 - e. Numbers of CUI students/graduated placed in startup companies
 - f. Number of funding secured by faculty /student /alumni Startups
 - g. How many startups submitted business Plans /participated in bootcamps
 - h. Number of License Agreements, NDA, MTAs, Consultancy Agreements, IP Rights signed by student startups/companies in a year.
 - i. Number of student startups/companies secured venture capitalist /angel Investment /seed funding in a year.
 - j. To conduct University awareness seminars / entrepreneurial awareness campaigns / investor connect events /open houses for promotion of entrepreneurial spirit have been arranged by BIC during a year.

INCUBATEE SELECTION PROCEDURE

10. The incubate selection is a critical activity. Business Incubation center will induct the right incubates based on its established criteria, resources, and availability of services necessary for efficient and successful completion of the project. There will be two selection procedures:
 - a. Through Business Plan Competition (top winners of the BPC will be incubated based on available of slots)
 - b. Through routine incubate selection procedure, i.e., advertising call for proposals conducting pitching event, conducting selection committee meeting, final selection, starting incubation process.
11. Once the Startup (Faculty or Non-Student Startup) successfully passes the induction criteria, it will sign BIC Detailed Terms and Conditions agreed in the contract related to but not limited to the following:
 - a. office space monthly charges (including Airconditioning, electricity, etc.); and
 - b. Revenue sharing based on invoice sales.

GRADUATION OR EXIT CRITERIA FOR INCUBATED STARTUPS

12. The incubate company will be graduated out of the incubator once it meets the following criteria:
 - a. Incubate company has successfully completed / followed the syllabi set by the BIC as graduation criteria.
 - b. Incubate has spent 12 months at the incubator and if the project hasn't completed yet. An additional period of 6 months can be granted based on thorough analysis of deliverables by management committee (Annex-A).
 - c. Incubate has successfully achieved the business targets and objectives or developed the prototype and has found an investor or venture capitalist to either buy it or take it to the production stage.
 - d. If incubate fails to meet the quarterly targets twice in a calendar year.
 - e. If the review committee decides that the project is no longer viable.
 - f. If incubate violates the tenancy agreement (Annex-B).

BIC MANAGEMENT

13. Manager should ideally be a master's degree holding with additional Law knowledge/Degree with experience preferably in entrepreneurial incubation management environment. He/she should also be familiar with latest practices in incubation programs and have demonstrable quality of mentorship and driving innovative startups.
14. Manager in all campuses shall be responsible for smooth functioning of BIC, in consultation with the Head ORIC (Pro-Rector).
15. The BIC Manager in consultation with the Head ORIC (Pro-Rector) may hire a dedicated Human Resource and support team for effective functioning of BIC which may include, Startups Support officers, Admin & Finance officers, and Office Assistant(s).

TERMS OF REFERENCE FOR BIC MANAGEMENT COMMITTEE

16. Following are the Terms of References for BIC Management Committee:
 - a. The Management Committee will be the governing body for enrollment of startups and companies.
 - b. The Management Committee will perform the role of Mentoring of startups.
 - c. The decision of Management Committee regarding grant of seed money to startups will be final.
 - d. The Management Committee will help companies in development of professional linkages.
 - e. The Management Committee will review performance of companies in line with the devised Key Performance Indicators of BIC.

POST INCUBATION PROCESS

17. The BIC will maintain a two-way relationship with its graduated startups. This will include but not limited to:
 - a. Providing support in business management and mentoring to graduated startups for initial two years of live environment, including facilitation and guidance regarding firm registration, registration with tax regulatory bodies, marketing, business development, HR, etc.
 - b. Periodically meeting with the startups/companies to ascertain the diverse needs and

challenges to be addressed by the BIC through its incubation program.

- c. The successful graduated companies provide internship /employment opportunities to CUI graduates.
- d. Establishment of network of graduated startups and organizing periodical meetings with existing incubatees for their grooming and mentoring thus creating a dynamic environment through which all stakeholders can benefit.

FACULTY-LED STARTUP Terms and Conditions

18. In case of a startup where the original intellectual property originates with a faculty member, following guidelines will be adopted:

- a. BIC will be the first place to register Faculty Led/non-student Startup.
- b. After incubation, Faculty Led/non-student Startup will be register with Securities and Exchange Commission of Pakistan within a period of six months.
- c. Faculty/non-student Startup will be bound to hire 50% employees from CUI graduates.
- d. Faculty/non-student Startup will be bound to provide internships to CUI students.
- e. Faculty/non-student Startup will be bound to share a percentage of its invoice sales to CUI as negotiated terms in contract (Annex-C).
- f. The faculty led startup will be bound to share his/her income statement with BIC from time to time.
- g. CUI will reserve the right to conduct financial audit of its faculty led/non-student startup companies as and when required.
- h. CUI and its faculty member will have the responsibility to optimize technology transfer and mitigate any conflict of interest, conflict of commitment when licensing Intellectual Property to a startup is being considered.

Agreement between BIC-CUI & Startup **(Including Faculty Led Startups)**

Parties:

This agreement between Business Incubation Center, COMSATS University Islamabad, hereinafter called BIC-CUI, and _____ hereinafter called Startup, dated _____.

Consideration and Premises

In consideration of the service charges hereinafter reserved and agreed to be paid, and the covenants, agreements, and stipulations hereinafter set out to be performed by startup, BIC does hereby charge for its office space and services (electricity, air-conditioning, water etc), to Startup and Startup does hereby use office space and services of BIC premises described as follows:

Office (Per Seat (PKR:5,000/-), Half Office (PKR:12,000/-), Full Office (PKR:20,000/-).

Term

In accepting admittance to the BIC the startup understands and agrees to all provisions and stipulations of the BIC as set forth in this document and all its appendices. The startup agrees to duly and faithfully adhere to these said provisions. Failure to do so will result in removal from the BIC and the requiring of full or partial reimbursement to the BIC for any grants or special expenditures.

TO HAVE AND

TO HOLD the office space at BIC the startup will abide by the following terms and conditions:

1. Startup shall pay charges to BIC for its office space and services (electricity, air-conditioning, water, etc), i.e., PKR _____/month against (*Per Seat, Half Office & Full Office*)
2. Startup shall be liable to pay and ___% (*Proposed: 2% to 10%*) to BIC as per their sales invoice.
3. Startup shall pay security deposit/retention money in shape of bank draft/pay order payable to BIC-CUI i.e. equivalent to one month charges. BIC will have the right to forfeit this amount for any defaults or damages done by startup.
4. Startup shall pay the monthly service charges in advance.
5. BIC may impose fine to startup if the monthly charges of BIC facilities are not paid within the first 5 working days of every month.
6. This agreement will be for a period of one (1) Year effective from the date of commencement.
7. Startup shall incorporate / register the above captioned business entity with the name mentioned as party 1 in this agreement, within 3 months after signing this agreement. The copy of incorporation certificate shall be provided to BIC MANAGEMENT forthwith.

8. Startup shall register the Business National Tax Number (NTN), and provide a copy of the registration certificate to BIC with in a period of 03 months from the date of signing this agreement.
9. The initial probation period of Startup is 03 months which may be extendable by 2 months on recommendation of BIC MANAGEMENT
10. Startup shall submit its detail BUSINESS PLAN within 06 months after execution of this agreement.
11. Startup shall provide the quarterly business activity report to BIC MANAGEMENT including list of products & services developed, number of employees & recruited internees turnover, snapshot of future business activity Plan, achieved milestone of business plan.
12. Startup shall submit its financial report on Quarterly basis to BIC including business revenue details etc.
13. Startup is bound to submit its six months business activity report after graduating from BIC till 05 years.
14. Startup shall occupy and use the premises for

(Nature of Business and Name of Business)

_____ and no other purposes, without the written consent of BIC MANAGEMENT, provided, however, at BIC MANAGEMENT'S option, startup may use the property for any legally permissible use which proves to be economically feasible, to be determined by BIC Management. startup covenants and agrees that it will observe and comply with all law, orders, rules and regulations of any governmental authority relating to the demised premises and will not permit same to be used for illegal purposes nor permit any nuisance to be created or maintained thereon. After termination of this agreement, Startup shall return said premises to BIC in the same condition as when possession was taken, ordinary wear and tear excepted.

15. Startup shall not assign this office space or shall not sublet the BIC facilities or any part thereof, and shall not permit the use of the premises by any party other than startup, startup's agents and servants without first obtaining the written consent of the BIC. Subletting of premises of BIC-CUI is strictly prohibited and it may result immediate ejection notice.
16. BIC or its representative shall have the right to enter the demised premises at all reasonable hours to examine the same or to make such repairs and alterations as may be necessary for the safety and preservation of the building, but without any obligation to make repairs.
17. Startup shall not be permitted to paint, place, erect or cause to be painted, placed or erected, signs on the front, back and side portions of the building or on the grounds surrounding their office space without first obtaining written consent from BIC.
18. BIC, at its option may terminate this agreement by one month written notice to startup, whereupon this agreement shall end. Upon such termination by BIC, startup will at once surrender possession of the premises to BIC and remove all of startup's effects therefrom, and BIC may forthwith re-enter the premises and repossess itself thereof,

and remove all persons and effects therefrom, using such force as may be necessary, without being guilty of trespass, forcible entry, detainer, or other tort.

19. This agreement will be cancelled in case of non-payment of two consecutive monthly charges of BIC facility i.e., office space and services (electricity, air-conditioning, water). In such cases, Penalty/cancellation/legal/recovery charges @20% shall be imposed on balance payment.

20. Attorney Fees and Expenses: Startup shall pay all reasonable attorney fees and expenses, which BIC incurs in enforcing any of the obligations of startup under this agreement, or in any litigation, or negotiations in which the BIC shall, without its fault, become involved through or on account of this agreement.

21. Notices: All notices required herein to be given by startup to BIC shall be in writing and shall be sent to

Incharge BIC
COMSATS University Islamabad,
Park Road, Tarlai Kalan, Islamabad

or to such other person or place as shall be designated in writing by the BIC. All notices required herein to be given by BIC to startup shall be in writing and shall be sent to:

Name and CNIC of THE Startup CEO

or to such other person or place as shall be designated in writing by the startup.

22. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall inure to their benefit. The use of one gender in this agreement shall include any gender and the singular shall include the plural or the plural the singular, as the context hereof may require.

23. Renewal: At the expiration of the initial term, to be considered for renewal startup must provide BIC with supporting documents on startup's potential growth plans. Startup are hereby given the option to renew this agreement for an additional TWELVE (12) MONTHS upon the consent of BIC. Such option shall be executed by startup through written notice of its intent to renew two (2) months prior to the expiration of this agreement. If renewed, this agreement shall continue upon the same terms and conditions as the original agreement, except that the monthly charges of office during the renewal term shall be negotiated and agreed to by BIC and startup.

24. Governing Law Severability: This agreement shall be interpreted in accordance and with the laws the Islamic Republic of Pakistan. If any clause or provision hereof should be determined to be illegal, invalid, or unenforceable under present or future laws effective during the term of this agreement or any renewal term hereof, then and in that event, it is the express intention of the parties hereto for the remainder of this agreement shall not be affected thereby, and it is also the express intention of the parties hereto that in lieu of each clause or provision of this agreement which may be determined to be illegal, invalid, or unenforceable, there may be added as a part of this agreement a clause or

provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

25. Termination of Contract: In normal circumstances during this agreement period, one month advance notice must be served by either party before vacating BIC facilities otherwise an amount equal to one month charges will be payable by the vacating party.
26. In special circumstances, OR in case of subletting, gross misconduct, moral turpitude, affray, disciplinary complaint & heinous crime, when the management of BIC thinks fit that agreement should be terminated and presence of Startup is harmful for the business environment, and it is the potential reason of immediate ejection. BIC may issue immediate ejection notice, and bar the Startup from entering into the premises or continuing its business at BIC-CUI.
27. All above terms and conditions are mandatory and in case of violation of any term or part of term, the startup shall be evacuated from BIC-CUI subject to the clause 26.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on ____ day of _____, 20____.

“BIC”

Manager BIC: _____

“STARTUP”

Founder/CEO/ Director: _____

Witness 1: _____

Name and CNIC: _____

Witness 2: _____

Name and CNIC: _____

Affidavit

I, _____ son of _____, bearing CNIC no: _____ R/O _____, solemnly indemnify, affirm and declare as under.

1. That I am the Chief Executive of _____ having office at Student Startup Business Center (SSBC), COMSATS University, Islamabad, Park Road, ChakShehzad, Islamabad. Pakistan.
2. That _____ is a student startup company inducted at the Student Startup Business Center (SSBC), CUI as per prevailing SSBC framework.
3. That the above said **company is operating its business at Student Startup Business Center (SSBC)-COMSATS University, Islamabad (CUI)** whose current term of stay will expire at the end of Fall____, granted permission subject to the performance goals are achieved to the satisfaction of SSBC Management Committee.
4. That I am bound to incorporate/register my startup as a legal business entity with the Securities and Exchange Commission of Pakistan (SECP) in the relevant category within six (06) months after the date of signing of this Affidavit.
5. That in case of grant of seed money by SSBC, I shall inject that amount as a working capital in the aforementioned startup business.
6. That I shall use the amount of seed money for **prototype & product development/** market testing OR any other area specified milestone upon recommendation of Management Committee and implementation of my business plan which may involve expenses incurred on market research, promotion, and market entry.
7. That I shall not use the seed money for any other purpose except the baselines mentioned in the above clause 6.
8. That, SSBC shall be a **05 %** of equity partner in the startup business that will be incorporated in all legal documents of the startup company
9. That I am bound to submit quarterly progress including, but not limited to profit & loss statements, product development status, market penetration and any other assigned report in the office of SSBC.
10. That the above said company shall be liable for its debts, income tax, sales tax or any other tax imposed on corporate sector.
11. That the Directors/Partners in default or proposed Directors / Partners are liable for all liabilities till getting the incorporation certificate from the SECP or any other relevant authority.
12. That there will be no liability on SSBC regarding taxes, litigation and other financial liabilities of the above said Startup Company.
13. That the role of SSBC is only that of a facilitator for promoting the above said company as a startup business to grow Pakistan's k-economy.
14. That my company is bound to work in SSBC till my successful graduation as per the guidelines laid down by SSBC management as mentioned in above clauses. In case of any violation on my part, I shall be bound to return the seed money to SSBC

forthwith and the management of SSBC reserves the right to recover the given amount of seed money from the partners / directors of the startup company.

15. I have never been convicted or involved in any fraud or breach of trust and/ or of an offence involving moral turpitude.
16. I have neither been adjudged an insolvent nor have defaulted in making payments to my creditors.

That the contents of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therefrom.

Founder _____	CNIC NO	Signature

Witnesses:

Mr.	CNIC NO	Signature
Mr.	CNIC NO	Signature

Dated: _____