



राष्ट्रीय सीमेंट एवं भवन सामग्री परिषद

National Council for Cement and Building Materials

(भारत सरकार के डीपीआईआईटी, वाणिज्य एवं उद्योग मंत्रालय के नियंत्रणाधीन)

(Under the Administrative Control of DPIIT, Ministry of Commerce and Industry, Govt. of India)

34 Km Stone, Delhi-Mathura Road (NH2),
Ballabgarh-121 004, Haryana, INDIA



Incubation Center-NCB Policy Document



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CONTENTS

	Page No.
1. Introduction	2
2. NCB-Incubation Centre	2
3. Focused Areas of NCB-IC	3
4. Framework of NCB-IC	4
5. Support Offered by NCB-IC	7
6. Mentors and Their Role	8
7. General Policy Guidelines	10
8. Period of Incubation	12
9. Exit policy	13
10. Intellectual Property & Operation Information	13
11. Publications	14
12. Termination of Contract	15
13. Governing Law & Arbitration	15
14. Force Majeure	15
15. Announcement	16
16. Notices	16
17. Indemnity	16



1. Introduction

National Council for Cement and Building Materials (NCB) is an apex research organization under the administrative control of the Ministry of Commerce and Industry, Government of India with objectives to promote research and scientific work connected with Cement, Building Materials, and allied industries, including, but not limited to technology development, technology transfer, continuing education, and industrial services for cement and construction industries. The registered office of NCB is located in Ballabgarh, Haryana while the other Units/Project offices are located in Hyderabad, Ahmedabad, and Bhubaneswar. NCB's Board of Governors (BOG) directed NCB to start an Incubation Centre to support potential startups in the field of Cement and Building Materials in India. Accordingly, the framework of this policy is created to promote innovation and entrepreneurship, product development, Intellectual Property Ownership management, technology licensing, etc., across India.

In the context of this policy document, the definition of a startup shall be as per Gazette of India notify by Ministry of Commerce And Industry (Department for Promotion of Industry and Internal Trade) time to time.

2. NCB Incubation Centre (NCB – IC)

NCB-IC is an initiative at the National Council for Cement Building Materials, Ballabgarh for fostering innovation and entrepreneurial ecosystem in the cement, construction, building materials and other allied sectors in India. NCB-IC is an umbrella that provides start to scale support for entrepreneurship and start-ups, facilitates conversion of ground level research into commercial ventures with focus on innovation and product development, where technocrats, researchers, corporates, government agencies and startups would interact and enable creation of advanced technological solutions.

Goal

The goal of NCB-IC is to contribute towards achieving Net Zero Emission, Sustainability, and Circular Economy in the Cement, Construction, Building Materials, and other Allied Sectors of India by supporting innovative and technology-driven knowledge-based entrepreneurship or startups and thus contributing to the national GDP through successful commercial ventures.

Mission

Identifying, exploring, and supporting startups, enhancing links between academia, research institutions, corporates, etc. for the growth and success of the emerging technology businesses in the cement and construction industry.



Objectives

NCB-IC has been established with the following objectives-

- To foster and promote entrepreneurship culture among students, young professionals, and society in India
- To promote the "Make in India", "Vocal for Local" and "Clean India Mission" of GoI
- To create a support system for Innovation-based start-ups in India
- To encourage technology transfer and commercialization.
- To reduce the gap between academia and industry in India
- To provide R&D and technical support to start-ups
- To create an environment conducive to the growth and development of start-ups.

3. Focused Areas of NCB-IC

Startups are welcome to come forward with innovative solutions and ideas having applications in the fields of cement, concrete, building materials, and allied sectors. The broad areas of incubation are

- Waste utilization, Sustainability, and circular economy
- Alternate fuel and materials
- Novel and innovative building materials
- Construction chemicals
- Laboratory instrumentations
- Renewable/green energy
- High-temperature technology & refractory materials
- Low carbon technologies
- Carbon capture and utilization
- Low-carbon cement and binders
- Logistics and supply chain management
- Cement processes and machinery
- Construction technology and machinery
- Advanced concrete composites
- Repair materials & rehabilitation
- 3D printing technology
- Low-cost housing technology



- Manufacturing technologies
- Economical business solutions
- Education and training

This is not an exhaustive list and prospective start-ups may come with ideas pertaining to relevant areas to NCB.

4. Framework of NCB-IC

NCB-IC shall be operated under the following:

- A. Director General – NCB
- B. Managing Committee
- C. Technical Advisory Committee (TAC)
- D. Advisory Council

4.1 Director General – NCB

The Director General of the National Council for Cement and Building Materials will be the chairman of all three committees. DG- NCB would be the approving authority for all committees under NCB-IC

4.2 Managing Committee

A Managing Committee shall be constituted to monitor the innovation and entrepreneurship activities of NCB-IC from time to time. The Committee shall comprise DG-NCB as chairman and other members from NCB technical centers and service groups. The structure of the Managing Committee shall be:

- a. DG-NCB as Chairman of Managing Committee
- b. In charge of NCB-IC as a member
- c. Finance Expert (from Finance and Account Services – FAS, NCB) as a member
- d. Scientists/engineers (cadre officials of level 10 and above) from following NBC's technical centers as members:
 - Centre for Cement Research and Independent Testing (CRT)
 - Centre for Construction Development and Research (CDR)
 - Centre for Mining, Environment, Plant Engineering and Operations (CME)
 - Centre for Quality Management, Standards & Calibration Services (CQC).
 - Centre for Continuing Education Services (CCE)
 - Centre for Industrial Information Services (CIS)



- e. Members may also be included (if required) from the NCB's service centers such as
- Materials Management Services (MMS)
 - Estate Management and Technical Services (ETS), and
 - Human Resource and Administrative Services (HRS).

The routine functioning of NCB-IC will be taken care of by the In-charge NCB-IC, he/she will report to the Chairman of the managing committee.

The committee would be formed initially for 2 years and shall be revised once the tenure is completed. DG-NCB has the authority to modify the tenure of the committee.

4.3 Technical Advisory Committee (TAC)

There shall be a Technical Advisory Committee consisting of DG-NCB as chairman, and technical, financial, and managerial experts from various institutional/individual entities for the efficient functioning of NCB-IC for achieving the targeted goal. The TAC shall be comprised of the following:

- DG-NCB as chairman
- Incharge NCB-IC as a member
- Concerned Head of Centres (HOCs) of NCB or their nominated NCB officials as member(s).
- Finance/Legal Expert (from NCB or other relevant institution)
- Industry Expert/s as member depending on the area (as decided by DG-NCB)
- A member of an institution or organization having an established incubation center (as decided by DG-NCB).
- Any other expert member (decided by DG-NCB on case to case basis)

The Role of TAC shall be to evaluate the proposals received from the startups. The committee has the power to fix the evaluation criteria and accord recommendations. The proposals shall be scrutinized by the TAC and shall be submitted to the Managing Committee for approval.

All proposals approved by the Managing Committee shall be reported to BOG.

The external members shall be entitle for the Honorariums as per the Rules & regulation of NCB.

4.4 Proposal Submission & Approval Process

- Startups who wish to take support of NCB-IC shall apply through the application form available on the NCB Website.



- The completed application with all relevant documents duly signed should be submitted through post.
- The proposal shall be evaluated based on the criteria finalized by TAC.
- TAC shall scrutinize the proposals and call the selected proposals for presentation.
- If the proposal is selected by TAC, it will be tabled to the Managing Committee for approval.
- The time duration for review & final decision on the submitted proposal from the date of submission shall be 120 days (maximum).

4.5 Evaluation Criteria

As mentioned in 4.3, TAC shall frame its own criteria for selection, However, general guidelines for the evaluation of submitted proposals are given below:

- Post-concept phase and viability of the business idea
- Innovation-based business model
- Early stage of development with high growth potential
- Provides economic benefits to the society or nation
- Illustration of business model to generate positive cash flow
- Legal Aspects of the Business

4.6 Post approval activity

Once the submitted proposal is approved by a Competent Authority, an agreement/MoU will be signed between the startups & NCB-IC which will include the following:

- The extent of support to be provided by NCB-IC
- Period of incubation
- Progress Monitoring and Meetings
- Financial proposal
- Exit Policy and any other relevant details.

4.7 Composition of Advisory Council

The Advisory Council would review the progress of the incubation centre, and provide guidance to the managing committee for preparing the road map and effective functioning of the Incubation



centre. The Advisory Council will meet at least twice a year.

The composition of the Advisory Council is:

- DG-NCB as chairman of the Advisory council
- Representation from the Cement industry (Senior Executive Level) - 2 Members
- Representation from Construction & allied industry (Senior Executive Level)- 2 Member
- Representation from Academia (Professor level) - 1 Member
- Representation from FICCI/CII/Other relevant body (Senior Executive Level)- (1 Member)

The external members shall be entitle for the Honorariums as per the Rules & regulation of NCB.

5. Support Offered by NCB-IC

NCB-IC shall support the startups on agreed terms and conditions in the following major areas:



Apart from the above the following facilities may be provided by the NCB-IC to the startups on agreed terms and conditions:

5.1 Accommodation

The NCB-IC may provide accommodation to the students/entrepreneurs/Startups at the NCB



hostel/Colony for some time, depending upon the availability of accommodation on a chargeable basis.

5.2 Financial Assistance

NCB-IC may provide assistance in securing government grants/loans and other funds under different schemes. NCB-IC may also provide assistance in developing relevant documents for raising investment from Private investors.

5.3 Software's Support

The NCB-IC may provide the software support available at NCB depending on the agreement signed by the NCB with the software supplier.

5.4 Electrical/Mechanical Workshop

The NCB-IC may provide support for electrical and mechanical workshops based on the availability of the machinery.

5.5 Laboratory Services:

NCB-IC may provide support for different physical, chemical, and other laboratory services based on the agreement signs between the startups and NCB.

6. Mentors and their role

Mentors are successful and experienced people willing to share or impart their knowledge and wisdom to those less experienced, in this case, entrepreneurs of startup companies. NCB-IC will maintain a periodically refreshed list of people with proven skills and experience who have volunteered to help startups. Mentors will be chosen to represent a wide range of expertise and experiences- such as Scientists & Engineers of NCB & other Government R&D Organizations, CEOs, CTOs, VPs, Corporate/Industry Professionals, partners, or directors of successful companies.

6.1 Guidelines for Mentors

Mentors stand to gain the satisfaction of making a difference in fledgling entrepreneurs' lives and contributing back to society. In addition, they also get to keep in touch with new technologies, people, and networks by working with young entrepreneurs.

The following are the expectations of enrolled mentors.



(a) Availability

Mentors will make their best efforts for regular contact with mentees (Startup companies) on a mutually agreeable schedule, taking up to 2/4/6 hours per month. This is the typical case and is flexible based on mutual agreement.

(b) Relationship

The relationship between mentors and mentees needs to be professional and with the right commercial enterprise etiquette in all respects. Mentors need to deal with mentees with dignity and respect. Mentors need to inspire mentees to be accountable for the mentoring.

(c) Confidentiality

Mentors will maintain confidentiality of any proprietary information of the incubatees.

(d) Conflicts of Interest

Conflicts of interest should be avoided when deciding on a mentoring relationship. If and when one or more interests of the mentor (financial or non-financial) are in conflict with the mentoring relationship and responsibilities, the situation should be promptly disclosed to the mentee and an appropriate course of action taken.

(e) Remuneration

Mentors are volunteers and advice given is not based on consultation fees.

6.2 Mentoring Process

- When the incubation of a start-up is being finalized, NCB-IC would recommend a mentor from its list and introduce him/her to the company.
- The promoters are either free to choose from the said list or are free to have their own mentor albeit with the concurrence of NCB-IC.
- The company and mentor will initially engage with each other to understand the role and contribution that the mentor can make to the company.
- If the arrangement works out positively for the company, the association needs to be formalized with a suitable consideration model to ensure the continued involvement of the mentor. NCB-IC managing committee shall coordinate initially between mentor & mentees to establish the



following:

- Duration of the mentoring relationship
- Objectives and scope of relationship
- Confidentiality
- Frequency and mechanisms of meetings
- Tracking and review processes

7. General Policy Guidelines

- i. The incubation program shall not be construed as, or, any form of partnership. Incubated Company shall be solely responsible for complying with all relevant laws including, but not limited to statutory permissions, approvals, and other regulatory compliances for the purpose of its activities of carrying out the business. The incubation program and the incubator and/or its officials, employees and personnel shall not be anyhow liable for its failure to comply with any such regulatory compliances, violation of any laws, solvency of business to continue as a going concern, while it is under the incubation program.
- ii. Support extended by NCB-IC to startups does not attract employment to the startup's founder/cofounder/employee etc at NCB either directly or in an indirect way.
- iii. All activities and expenditures shall be conducted with the intent to nurture innovative business ideas (new/ ingenious technology, processes, products, procedures, etc.) and shall be incurred towards the scope of work defined in the presentation made, and approved by the Managing Committee of NCB-IC.
- iv. Founders/ promoters of startups shall be solely responsible for the utilization of funds received from government grants/loans/private sectors or under any different scheme.
- v. Founders/ promoters of startups shall ensure the implementation of milestones as per the incubation agreement/MoU.
- vi. The Startups companies must provide the required documents to the NCB-IC including but not limited to:
 - a. ID proof of the Founders of startup.
 - b. Copy of the Registration Certificate of the startup company with the address
 - c. Shareholding Pattern within Startup.



- d. PAN, TAN, Any Tax No. of the startup company
 - e. Certifications taken/ renewed by the company (Such as Start-up India, MSME Udyam Aadhaar, FSSAI, Export License)
 - f. IPR-related documents (Such as Trademark Registration, Logo Registration, and Patents)
 - g. Yearly Balance Sheet/ any other required compliance certificate and documents Failure will be treated as an event of default.
- vii. The company will be engaged with the NCB-IC managing committee on a monthly or bi-monthly basis to review the progress.
- viii. Details and a list of infrastructures, equipment, and utilities related to the incubation project (agreed in the signed agreement b/w NCB-IC & Startup Company) shall be provided beforehand by the company. The NCB-IC will facilitate such requests for available services/ infrastructure as per the process laid down by NCB. All such infrastructure/services are offered to the company on a non-exclusive basis and the same shall be shared by other parties as and when required.
- ix. The incubator will charge an amount for the utilization of infrastructure, office space, technical & commercial mentorship/guidance provided as per the availability of the resources, utility charges, and equipment available with the incubator. These charges shall be conveyed to the company on a regular basis and such charges shall be payable before the commencement of the services. In case of any damage to the infrastructure of the incubator, the company shall be liable to pay the damage in actuals.

Incubation Charges (Rs. per month) Per seat basis	Utility & Equipment Charges (Rs. per month)	Sample Testing Charges (Rs. Per sample basis)
Minimum Rs. 5000 (will be agreed mutually)	Rates as decided by NCB-IC managing committee or mutually agreed	Rates as decided by NCB-IC managing committee or mutually agreed

- x. The founders of the company will submit a Quarterly or Six-monthly Progress Report of the business to the NCB-IC. The company will share a consolidated report on the final outcome of such incubation along with the report of mentor/ guide about the quality of the work done, its cost-effectiveness, tangible gains (quantitative) likely to be achieved, etc., is also to be submitted within 3 months of the completion of the work.



- xi. All health and safety standards are to be observed and maintained within all premises of the NCB while engaging with equipment, machinery, classrooms, laboratories, observatories, and all such infrastructure that the company will use through the period of incubation. Founders, employees, and/ or any other person associated with the company will be responsible for their safety and the safety of others around them. The NCB stands indemnified against any claims, damages, or proceedings of any manner in respect of any accident or injury to any workman or any other person employed or invited by the incubated companies.
- xii. The company shall abide by the Guidelines prescribed and/or modified from time to time by the NCB. For any unprecedented issues, the available rules of NCB shall be applicable and the NCB shall have full authority to form/ amend all/ any of the guidelines/ rules related to the incubation program. In case of any disagreement on rules and guidelines, the matter may be referred to the DG-NCB. The decision of the DG-NCB shall be final and binding on both parties subject to the arbitration clause.

Note:

It is understood that by agreeing to provide support and services of various kinds, NCB does not take responsibility for:

- Ensuring the success of an incubated company, its products/processes/services or marketability.
- Ensuring quality of support and services provided by NCB and the Incubation Centre to the complete satisfaction of the incubate companies or their promoters/founders.
- Ensuring quality of services/guidance/advice of the mentors engaged by NCB's Incubation Centre

8. Period of Incubation

The startup companies will be permitted to stay in the incubator initially for a period of one year on mutually agreed terms. They may be granted extensions of six months at a time, at the sole discretion of managing committee of NCB – IC. The maximum duration of stay for the startups shall not be beyond the two years including extensions. The decision of NCB – IC related to initial period of incubation and extension (if any) shall be final and not be disputed by any company.

9. Exit Policy

An incubate company will leave the incubator under the following circumstances:



- i. Completion of initial incubation period or extension period.
- ii. Under performance or non-viability of business proposition (to be decided by NCB-IC)
- iii. Irresolvable dispute as decided by Managing committee of NCB-IC on case to case basis.
- iv. Violation of policy of NCB-IC in any manner.
- v. When the company enters in an acquisition, merger or reorganization resulting in substantial change in the profile of company, its promoters, directors, shareholders, products or business plan.
- vi. Change in promoters/founders without concurrence of NCB-IC.
- vii. Any other reason for which NCB-IC may find it necessary for a incubated company to leave.

Notwithstanding anything written elsewhere, decision of NCB-IC in connection with the exit of an incubated company shall be final and shall not be disputed by any company.

10. Intellectual Property & Operation Information

- i. All rights to any intellectual property made solely by employees of either party will belong solely to that party. All rights to any intellectual property developed jointly by employees of the NCB and the startup company shall belong jointly to both the parties. The expenses of Joint patent filing will be borne by both the parties.
- ii. Either party to the other grants no rights or licenses with respect to IP, unless otherwise explicitly agreed in writing.
- iii. The startup company shall share information & data, intellectual property, or all other details of its business affairs, which is in the public domain, or otherwise, which the second party deems fit, without any obligation, to seek professional inputs or improve performance of the business activities of the company, from the incubator, in part or full, as per the requirement of the business to achieve approved milestones. It is understood, any such information disclosed or shared by the company with the incubator team, or its affiliates, shall not impair, damage, or disrupt its business affairs in any form, and is done to improve the viability of the business. NCB stands indemnified by the company against any claims, damages or proceedings of any manner in respect of sharing any such operational information about its business affairs.

The term "Operational Information" shall include materials or information:



- That are generally known to the public;
 - Are already known to the receiving party at the time of disclosure, as evidenced by verifiable written records.
 - Becomes known to the receiving party from a third party lawfully entitled to disclose the same and receiving party informs the disclosing party within 30 days of the receipt.
 - Are independently known or developed by the receiving party.
 - Are required to be disclosed by law.
- iv. Unless otherwise agreed to in writing, all Operational Information remains the property of the disclosing party.
- v. All Operational Information disclosed shall be treated by the receiving party with the same degree of care that the receiving party uses its own information, which shall in any event not be less than a reasonable standard of care, and to retain and not to remove any proprietary stamps or marking appearing on such Operational Information; and shall remain the property of the disclosing party.
- vi. By disclosing operational Information to the receiving party, the disclosing party does not grant any express or implied right to the receiving party to use the disclosing party's intellectual property by whatever name called.

11. Publications

- i. Research findings as a result of joint cooperative work of the NCB-IC and the startup company can be published in the public interest as mutually agreed upon. Prior to publication, publishing party will submit a copy of intended publication to other party to provide the other party an opportunity to review the proposed publication for a period of 60 days to identify possible patentable subject matter or confidential information. If patentable subject matter is found in the research findings, parties to ensure that a patent application is filed in terms of this incubation program.
- ii. Research findings published by either party will give credit to the other party's contribution, if applicable and, at the same time, will be entirely responsible for the conclusion and interpretations reported.



- iii. However, both parties are expressly prohibited from filing, without the written consent of the other party, patent applications disclosing research results or any method claiming their production and/ or use.

12. Termination of Contract

- i. The incubation shall be terminated at the sole discretion of the NCB-IC in case of any default on part of the company and on such termination the company shall leave the incubation program. Both parties can terminate the incubation program at their free will on serving one-month notice in advance.
- ii. Termination of the incubation shall not affect the parties' obligations under Intellectual Property & Operation Information clause above, especially with respect to confidential information which in any event shall continue for a period of 5 years after the expiration or effective date of any termination hereof. Nor shall termination of the incubation affect any party's obligation to pay or indemnify the other party hereto with respect to events, losses or liabilities arising or allegedly arising prior to termination, or with respect to events, losses or liabilities arising or allegedly arising after termination with respect to the continuing obligations. Finally, termination of the incubation shall not prejudice any right of any party to any other remedy at law.

13. Governing Law & Arbitration

The incubation shall be governed in accordance with the laws applicable in India. In case of any dispute or difference arising on any issues, the same shall be settled amicably by the Parties. In case the Parties are unable to settle the dispute within 60 days of the first intimation of the dispute invoking this clause, the matter shall be referred to a sole Arbitrator solely appointed by DG-NCB under the provisions of Arbitration and Conciliation Act 1996 or any of its statutory modification or enactment thereof for the time being in force. The decision of the Arbitrator shall be final and binding on all the parties involved. The place of Arbitration shall be in **Faridabad (Haryana)**.

14. Force Majeure

Neither party shall be held responsible for the non-fulfillment of their respective obligations under the term of the incubation due to the exigency of any of the force majeure events (Force Majeure).

15. Announcement

The founders of the startup company agree to be listed as an incubation program participant as part of the incubator's future program announcements and website. The company will provide a high-



quality version of its brand logo, a supporting quote from its Managing Director/ CEO (or equivalent), and other descriptive information as reasonably requested by the incubator to support the announcement message. The incubator during the term of incubation may allow the company for the limited purpose of using incubator's name on its product and social media channels after approval of NCB under mutually agreed terms.

16. Notices

All notices or communications between the NCB-IC and the company will be delivered personally or sent by registered or certified mail, postage prepaid, or electronic email. In case of electronic mail, the parties shall communicate to each other the nodal person or persons from either side with their email addresses that shall be responsible for the communications.

17. Indemnity

- To the extent allowed by the laws and constitution, the company agrees to defend, indemnify, and hold harmless the NCB-IC and its officials from any and all claims, injuries, damages, or other liability arising in tort or breach of contract or resulting from intentional or negligent (including grossly negligent) acts of the company principals, officers; agents or employees arising in favor of any third person or entity.
- The company agrees to take appropriate insurance to cover all liabilities arising out of accidents or otherwise coverage for its staff and property at its cost of the incubator and has no liability for the company's staff and property.
