

ESA BIC LAZIO

Permanent Open Call

PERMANENT OPEN CALL

SUBJECT: Permanent Open Call for Proposals for the European Space Agency Business Incubation Centre Lazio (“ESA BIC Lazio”)

REF: ESA BIC Lazio

Dear Madam, Dear Sir,

As part of its endeavour to encourage the transfer and commercialisation of space technologies, the European Space Agency¹ (the Agency) has set up business incubation centres across several Member States. Their purpose is to enable entrepreneurs (incubatees) to receive commercial and technical assistance in order to set up their businesses using space technology for general non-space industrial, scientific and commercial uses (“spin-off”) or using non space technology for proposing products and services for the space sector (“spin-in”)².

The Technology Transfer is an institutional mission of the Italian Space Agency (ASI). A Cooperation Agreement has been approved by Regione Lazio, Agenzia Spaziale Italiana (ASI) and the Agency through D.G.R. n. 61 del 01/03/2016, to foster the transfer of space technology, space systems applications and the incubation programme ESA BIC Lazio for startups.

Lazio Innova is entrusted by the Agency, ASI and Regione Lazio with the setup, administration and implementation of this Call. The incubation services will be delivered by Lazio Innova at Spazio Attivo Roma Tecnopolo Tiburtino, in Rome.

Regione Lazio, the Agency, ASI hereby invite you to submit a proposal for the above subject.

Please find attached hereto the following documents:

Appendix I: Call for Proposals

Section I	Formal requirements, selection process and evaluation criteria
Section II:	Draft Incubation Contract
Addendum I:	Standard requirements for management reporting, meetings and deliverables
Addendum 2:	Agenda for Mid Term Review
Addendum 3:	Final Report Template
Addendum 4:	Logo

¹ The European Space Agency is an intergovernmental organisation constituted of the following Member States: Austria, Belgium, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Norway, Portugal, Romania, Spain, Sweden, Switzerland and the United Kingdom.

² These “spin-in” products and services shall address innovative solutions, possibly in conjunction with new business models, for the future space industry, aka “Space 4.0”. Beyond applications of space systems, which are already eligible to ESA BICs, “spin-in” encompasses solutions for optimising or developing processes, components, subsystems (up to an entirely new space system), all along the space value chain of payloads, satellites, launchers and ground stations, from concept definition, construction, manufacturing, assembly, integration, and testing all the way to launch, operations, and evaluation, using for instance COTS from non-space sectors, contemporary automation, big data, data exchange and manufacturing technologies, such as 3D-printing.

Appendix 2: TEMPLATES ESA BIC Lazio Open Call for Proposal

Your attention is drawn to the following.

Nature and purpose of this Call for Proposals:

1. The purpose of this Call for Proposals (Call) is to select projects and ideas for business incubation in ESA BIC Lazio for the maximum period of 24 months.
2. ESA BIC Lazio offers to support projects and ideas for business incubation by providing funding, business support, technical assistance and office accommodation. The modalities and the extent of the support provided are negotiated on case-by-case basis. As a general rule the incentive granted to one project is not for direct labour costs. The incentive will amount to a maximum of EUR 50,000 costs incurred for purpose of development of products, prototypes, software and IPR. The Call is equally co-financed by Regione Lazio (L.R. 13/2013) and ASI (GSTP) with a total budget of EURO 500.000 (five hundred thousands).

In addition, a maximum of 80 expert hours for Technical Support is offered by the Agency and by ASI.

Payment of the incentive scheme will be done upon acceptance of the deliverables on the agreed milestones as stipulated in the Incubation Contract, if concluded. The incentive cannot be allocated for other expenses than those described in this Open Call.

3. This Call is of a permanent nature meaning that it has no closing date for the submission of proposals as long as the ESA BIC Lazio has not indicated otherwise, or until the total budget has been allocated. Selection and evaluation of the proposals is scheduled periodically and is stipulated on the following website: www.lazioinnova.it; www.asi.it; www.regione.lazio.it

Participation to the Open Call for ESA BIC Lazio

1. Applications are only considered from one of the Agency's Member States (see note 1 above) and Canada.
2. Applications are only considered from the applicants fulfilling conditions set in this Open Call and stipulated herewith.
3. Participation to the Open Call is opened to legal entities within the relevant ESA Member State (Member State where the Contractor is located), and natural persons, who are resident with a permanent working permit within said Member State. Natural persons are required to demonstrate that, at the time of submission of their proposal to the Open Call, the process of establishment and registration of a legal entity has been initiated. Additionally, if a legal entity has not been established/registered yet, the applicant shall provide the envisaged organisational structure, legal status and share ownership, if applicable, of the company in its proposal. A Contract with an applicant can only be signed when the registration of the corresponding legal entity has been completed and, said legal entity acquires full legal capacity. In any case at least one of the company's operational headquarters shall be located in Lazio region.
4. In case of start-up companies with legal personality, the company – represented by its authorised representative(s) – is considered to be the Applicant.
5. In case of legal entities without legal personality, the general partner is considered to be the Applicant.

6. In case the Applicant is a natural person, (s)he is considered to be over eighteen years of age and of sound mind, and therefore able to enter into a binding agreement.
7. In case that the Applicant is a company already present in one of Lazio Innova's incubators, the existing contractual conditions for office accommodation will be maintained and applied.
8. All the above categories are hereinafter referred to as 'Applicant'.
9. This Call explicitly excludes activities promoting, or being related to, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs.

Requirements

10. Applicants are required to closely follow the instructions provided in the templates when producing and submitting their proposal (see Appendix 2 Templates).
11. Only those Applicants that fulfil all formal requirements (see Section I of Appendix 1) will be accepted for evaluation.
12. Applicants should carefully read the contractual documentation provided in Section 2 of Appendix 1. The application shall include a clear, explicit and unambiguous statement whereby the Applicant has read, understood and accepted the terms and conditions contained in the in the contractual documentation. In case, exceptionally, that the Applicant wishes to propose modifications or amendments, the full text of such modifications or amendments shall be given and the reasons for their being requested be clearly explained as part of the proposal.

Procedure and planning

13. The evaluation of all proposals received shall take place in accordance with Regione Lazio's, Agency's, ASI's rules, procedures and requirements. All Applicants will be informed of the outcome of their evaluation.
14. The evaluation procedure is managed locally by ESA BIC Lazio with participation of representatives from Regione Lazio, ESA, ASI and possibly representatives of local banks and other local experts.
15. The Evaluation Board meets periodically to evaluate the proposals received between the last selection process and the published deadline. Proposals will be accepted for the current evaluation round in case they reach the ESA BIC Lazio within the current deadline, the date of each is published on www.lazioinnova.it.
16. Applicants are required to sign the document "general conditions to be accepted by all the candidates" prior to the presentation to the Evaluation Board.
17. After selection by the Evaluation Board, ESA BIC Lazio shall enter into negotiation with the selected Applicants, taking into account the comments and clarification points of the Evaluation Board.
18. Applicants will be informed in writing about the outcome of the evaluation and final decision taken. The Applicant may require, within 10 calendar days following the receipt of such notification, from ESA BIC Lazio an oral debriefing explaining the reasons why their proposal was successful or not.

ESA BIC Lazio has the right not to place a contract, if six months after the notification to the successful Applicant no contract has been implemented due to a reason for which the Applicant can be held accountable.

19. Additionally, ESA BIC Lazio has right not to place a contract, in case of discrepancy between the envisaged legal entity that the applicant as natural person included in its proposal and the actual established and registered legal entity. These discrepancies may include but are not limited to different organisational structure of the legal entity, its legal status or different shareholders, if there are any.

Miscellaneous

20. The contents of Applicant proposals shall be treated as confidential.
21. In spite of the efforts undertaken by ESA BIC Lazio to ensure full confidentiality, the Applicant's idea may through the application with Lazio Innova (if not specifically protected like for example by patent rights) fall into the public domain. Therefore we strongly recommend that the Applicant discusses the protection of his/her idea with a dedicated expert in this field prior to application with the ESA BIC Lazio.
22. **As far as allowed by law, any title hold by the Applicant to his/her idea shall remain vested with him/her. This application shall under no circumstances result in the acquisition of any title whatsoever to the idea³.**
23. No expenses incurred in either stage of the application procedure will be reimbursed to the Applicant by Regione Lazio, the Agency, by ASI, and/or any third party.
24. In no event shall this Call for Proposals be construed as imposing any obligation whatsoever upon Regione Lazio, the Agency, ASI, ESA BIC Lazio and/or any third party to enter into negotiations with any Applicant or to enter into any other specific arrangement for business incubation in any of the Agency's and Lazio Innova establishments.
25. Regione Lazio, the Agency, ASI and ESA BIC Lazio are committed to ensuring equal opportunities and the elimination of discrimination of any type for all applications complying with the conditions and requirements set forth in this Call.

Any queries relevant to the submissions of proposals are to be addressed, in writing, to:

esabic@lazioinnova.it

In the case of company (with legal entity), the e/BAP application shall include the following documents:

³ If the Agency or its Member States require the use of any Intellectual Property Rights, owned by the Incubatee as described in Item 21 here above Agency's programmes, the Incubatee shall be invited to submit a proposal following a request for quotation issued by the Agency. If, for any reason, the Incubatee is not able to submit a proposal within the determined tendering period, or following evaluation, said proposal is not recommended in-line with the ESA Rules and Regulations, the Agency is automatically entitled to a worldwide, irrevocable, transferable, non-exclusive licence to use on "favourable conditions" (i.e. more favourable for the Licensee than market conditions but still allowing reasonable profit for the Licensor) such Intellectual Property Rights for non-commercial purposes within its Scientific Research and Research and Development programmes, with the right to grant sub-licenses..

- substitute statement of certification, signed by legal representative, including a copy of a valid identification document (Annex 1 of Templates);
- substitute statement of certification, signed by every shareholder and/or chief executive officer, including a copy of a valid identification document (Annex 2 of Templates);
- information for privacy policy and consent to personal data treatment, signed by legal representative and every shareholder and chief executive officer (Annex 3 of Templates);
- information and consent GDPR (General Data Protection Regulation);
- substitute statement of certification of registration at Chamber of Commerce (Annex 5 of Templates);
- substitute statement for “Antimafia” certificate (Annex 6 of Templates);
- updated accounting statement;
- copy of last two years balance sheets and/or last submitted income-tax return if applicable.

In the case of natural person, the application shall include the following documents:

- substitute statement of certification, signed by every applicants, including a copy of a valid identification document (Annex7);
- information for privacy policy and consent to personal data treatment, signed by each applicant (Annex 3);
- information and consent GDPR (General Data Protection Regulation)
- curriculum/a vitae of the applicant/s.

Your complete proposal and all supporting documents shall be submitted, in electronic form (.pdf and .doc) to the following email address: esabic@lazioinnova.it

Any queries relevant to the submissions of proposals are should be addressed to the above e-mail.

In parallel, 1 (one) signed paper original and the related annexes shall be sent to:

**Spazio Attivo Roma Tecnopolo
ESA BIC Lazio Programme
Lazio Innova S.p.A.
Via Giacomo Peroni, 442-444
I-00131 Rome - ITALY**

Appendix I: Call for proposals for business incubation

Section I: Formal Requirements, Evaluation Process and Criteria

A. Formal requirements

The Applicants are required to follow stringently instructions set out in the following documents (attach to this Open Call as templates in its Appendix 2) and use them as basis for the application to the ESA BIC Lazio Open Call.

- 1) ESA BIC Application Cover Letter template with the Requirements Checklist and the Executive Summary;
- 2) ESA BIC Application Business Plan template;
- 3) ESA BIC Application Incubation Proposal template.

It is of a paramount importance to express compliance with each point included in the **Requirements Checklist**, which is enclosed to the Cover Letter template also in Appendix 2 to this Open Call. Instructions (highlighted in blue in each template) shall be followed thoroughly in order to fulfil all pre-conditions of the Open Call and in order for the proposal to be further accepted for evaluation.

The ESA BIC Lazio general application requirements are applicable to all ESA BICs Applicants.

The specific application requirements, which are indicated in application form in Appendix 2 to this Permanent Open Call are only applicable for incubation in the ESA BIC Lazio. These also have to be followed and fulfilled.

In the case the Applicant is a company, it shall be an SME (i.e shall comply with the definition specified here below as NOTE 1) and shall provide the following statement:

“I state that I have read and understood the Note 1 in Section 2, point I, of this call for proposals, giving the SME definition in force, and confirm that my company satisfies the two criteria of that definition, i.e.:

- Number of employees: fewer than 250 and
- Annual turnover: not exceeding 50 million Euros or an annual balance sheet total not exceeding 43 million Euros having being calculated according to the Rules specified in Note 1 under Section 2, point I of the Call for proposals *for business incubation ref*”

NOTE I: DEFINITION OF SME *

(as per Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises (Text with EEA relevance), Official Journal L 124, p. 36-41, of 20 May 2003)

The definition of micro, small and medium-sized enterprises is updated to take account of economic developments since 1996 (inflation and productivity growth) and the practical lessons learnt.

The new definition thus qualifies small and medium-sized enterprises (SMEs) and the concept of the microenterprise. It strengthens the efficiency of the Community programmes and policies designed for these businesses. The aim is to ensure that enterprises whose economic power exceeds that of an SME do not benefit from the support mechanisms specifically intended for SMEs.

Micro, small and medium-sized enterprises

Micro, small and medium-sized enterprises are defined according to their staff headcount and turnover or annual balance-sheet total.

A medium-sized enterprise is defined as an enterprise which employs fewer than 250 persons and whose annual turnover does not exceed EUR 50 million or whose annual balance-sheet total does not exceed EUR 43 million.

A small enterprise is defined as an enterprise which employs fewer than 50 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 10 million.

A microenterprise is defined as an enterprise which employs fewer than 10 persons and whose annual turnover and/or annual balance sheet total does not exceed EUR 2 million.

Autonomous, partner, linked enterprises

The new definition of an SME clarifies the typology of enterprises. It distinguishes between three types of enterprise on the basis of the type of relations they have with other enterprises in terms of percentage interest in capital, voting rights or the right to exercise a dominant influence:

- autonomous enterprises;
- partner enterprises;
- linked enterprises.

Autonomous enterprises are by far the most common. These include all enterprises which are not one of the other two types (partner or linked). An enterprise is autonomous if it:

- does not have a holding of 25 % or more in another enterprise;
- is not owned 25 % or more by an enterprise or public body or jointly by several linked enterprises or public bodies, with a few exceptions;
- does not draw up consolidated accounts and is not included in the accounts of an enterprise which draws up consolidated accounts and is thus not a linked enterprise.

An enterprise may continue to be considered autonomous, even if this 25 % ceiling is reached or exceeded, if there are certain categories of investor who play a positive role in business financing and creation, such as "business angels".

Partner enterprises: This type represents the situation of enterprises which establish major financial partnerships with other enterprises, without the one exercising effective direct or indirect control over the other. Partners are enterprises which are neither autonomous nor linked to one another. An enterprise is a partner of another enterprise if:

* http://europa.eu/legislation_summaries/enterprise/business_environment/n26026_en.htm
http://ec.europa.eu/enterprise/policies/sme/files/sme_definition/sme_user_guide_en.pdf

- it has a holding of 25 % to less than 50 % in the other enterprise;
- the other enterprise has a holding of 25 % to less than 50 % in the applicant enterprise;
- the applicant enterprise does not draw up consolidated accounts which include the other enterprise, and is not included by consolidation in the accounts of the other enterprise or of an enterprise linked to it.

Linked enterprises correspond to the economic situation of enterprises which form a group through the direct or indirect control of the majority of the capital or voting rights (including through agreements or, in certain cases, through individual shareholders), or through the ability to exercise a dominant influence on an enterprise. Such cases are thus less common and very different from the two preceding types. To avoid difficulties of interpretation for enterprises, the European Commission has defined this type of enterprise by adopting - wherever they are suitable for the purposes of the definition - the conditions set out in Article 1 of Council Directive 83/349/EEC on consolidated accounts, which has been in application for several years. An enterprise will thus generally know immediately that it is linked, since it is already required under that Directive to draw up consolidated accounts or is included by consolidation in the accounts of an enterprise which is required to draw up such consolidated accounts.

Staff headcount relevant to the definition of micro, small and medium-sized enterprises

The staff headcount is measured in annual work units (AWU), i.e. the number of persons who worked full-time within the enterprise in question or on its behalf during the entire reference year under consideration. The work of persons who have not worked the full year or have worked part-time is counted as fractions of AWU. Apprentices or students engaged in vocational training under an apprenticeship or vocational training and maternity or parental leave are not counted.

Legal value of the definition

The definition of micro, small and medium-sized enterprises is binding only for certain matters, such as State aid, implementation of the Structural Funds or Community programmes, particularly the Framework Programme on Research and Technological Development.

The European Commission nevertheless urges the Member States, the European Investment Bank and the European Investment Fund to use it as a reference. The measures taken in support of SMEs will then be more consistent and effective.

Timetable

To allow a smooth transition at Community and national level, the new definition has been used since 1 January 2005.

On the basis of a review of the application of the definition of 6 May 2003, and taking account of any amendments to Article 1 of Directive 83/349/EEC on the definition of linked enterprises within the meaning of that Directive, the Commission will if necessary amend this definition, particularly the ceilings for turnover and for the balance-sheet total, in order to take account of experience and economic developments in the European Union.

Background

The Commission adopts a new definition of micro, small and medium-sized enterprises to replace, from 1 January 2005, the definition laid down in Recommendation 96/280/EC.

B. Evaluation process

Until further notice by the Agency or ESA BIC Lazio Applicants are invited to submit their proposals for ESA Business Incubation Centre Lazio at all times. Selection and evaluation of the proposals are scheduled periodically and stipulated on the following ESA BIC website: www.lazioinnova.it.

Upon receipt of the proposal, the Agency and its local partners shall first assess the admissibility of the Applicant's proposal. The proposal is only admitted for evaluation in case all formal requirements (See **A** above) have been met.

It is important that the Applicants fulfil preconditions set for the eligibility to participate in ESA BIC Lazio Open Call.

If a non-compliance of minor nature is identified, the Applicant may be asked to resubmit an updated proposal within 48 hours, correcting the non-compliances.

If the proposal is considered non-admissible, the Applicant will be informed of such and also specifying the reason for rejection. In all other cases the proposal shall be rejected. The Applicant is not prevented from re-applying to the next selection campaign.

In case the proposal is compliant with the formal requirements, Applicants will be invited to hold a presentation of the proposal in front of the above mentioned ESA BIC Lazio Evaluation Board and to provide answers to any questions the Board might have.

The proposal and the presentation will be marked against the selection criteria detailed under **C** below.

The Applicants shall be notified in writing about the outcome of the evaluation and the final decision taken.

Within 10 calendar days following the receipt of the notification foreseen under the previous paragraph, the Applicant may require from the ESA BIC Lazio Contracts Officer an oral debriefing explaining the reasons why his/her application was successful or not.

C. Evaluation criteria

The evaluation shall be based on the way the criteria below have been addressed both in the proposal and during the Applicant's presentation.

-

- **Background and Experience (25%)**
 - o Experience and team composition
 - o Support entities
 - o Vision

- **Technology/Service (20%)**
 - o Space Connection
 - o Technical Feasibility of the product/service to be developed
 - o Product Development Strategy
 - o Intellectual Property Strategy

- **Value proposition & Market (20%)**
 - o Value Proposition
 - o Market
 - o Competition

- **Business Modelling and Risk (15%)**
 - o Revenue model
 - o Finance
 - o Risk

- **Activity Proposal (20%)**
 - o Quality of the eBAP
 - o Milestones/cost-planning
 - o Work break down
 - o Management
 - o ESA BIC investment opportunity

Section II. Draft Incubation Contract and Annexes

These documents are intended as a draft. Their contents could change in consideration of the specific case of incubation project.

CONTRACT FOR THE PROVISION OF INCUBATION SERVICES FOR START-UPS

A PRIVATE DEED

By this private deed (hereinafter the "Contract"), which shall be valid to all legal effects,

BETWEEN

Lazio Innova S.p.A., with registered office in Rome, via Marco Aurelio 26 / a, VAT number and tax code n. 05950941004, represented, for the signing of the present contract, by Dr. Luigi Alfonso Campitelli, duo to the proper special power of attorney authenticated by the Notary Ada Colucci of Rome registered to the Agenzia delle Entrate of Rome 6 on 07.12.2018, n. 3361 IT series ((hereinafter referred to as "Lazio Innova");

AND

- _____, with registered office in _____ - via _____, VAT Number _____, through its legal representative _____ (hereinafter the "Incubatee")

WHEREAS

- A. Lazio Innova is an "*in-house providing*" company of the Lazio Region, constituted by the regional law n. 6 of 7 June 1999;
- B. Lazio Innova SpA acts as regional instrument to implement regional programmes through the technical and financial execution of public and private investments aimed at strengthening infrastructures, production

activities and regional development services, encouraging and safeguarding employment, as well as through the finding and better use of the needed financial resources;

- C. Lazio Innova SpA acts for the promotion and development of Lazio's entrepreneurial and productive ecosystem, through the incentive of research processes, innovation, quality, entrepreneurial culture, to provide tools and knowledge aimed to the set-up, the check and the first start of projects able to carry out new activities, also through processes of diversification and modernization of existing ones; research, selection, updating and training of new entrepreneurs and assistance in defining the business plan;
- D. Lazio Innova SpA acts in particular to provide the realization and management of places equipped with common services, in which to host new businesses and new initiatives, thus performing the function of "Incubators";
- E. an essential function of Incubators is to offer a structured and integrated system of information services, training, assistance (tutoring, mentoring, coaching), logistics and hospitality (spaces for the establishment of businesses and common areas), able to support the various steps of the start-up development, from pre-competitive to competitive phase;
- F. the services referred to in the previous point are provided to start-ups selected through the Open Call ESA BIC Lazio for access to Incubation services published on the website www.lazioinnova.it;
- G. the Incubatee, pursuant to the Open Call above indicated, has requested Lazio Innova to be admitted to use the services and

assistance provided by the Incubator, declaring, for this purpose, that it is in possession of the requisites prescribed by the European legislation about the definition of Micro, Small and Medium Enterprises and all the other requisites required by Open Call;

- H. Lazio Innova performs the aforesaid functions also in partnership with other entities on the basis of agreements / programmes aimed at integrating the skills necessary for the effective performance of the assistance activities;
- I. the European Space Agency (the Agency) is an intergovernmental organisation established by the Convention approved by the Conference of plenipotentiaries of its Member States on 30 May 1975 and which entered into force on 30 October 1980;
- J. article II of the Convention assigns to the Agency the task to promote cooperation in space research and technology and their space applications and to elaborate and implement activities and programmes in the space field;
- K. the Agency manages a technology transfer initiative to encourage the utilisation of space technology for general non-space industrial, scientific and commercial uses;
- L. as part of the technology transfer initiative the Agency has set up the ESA Business Incubation Centre's (ESA BICs) initiative to enable start-up companies (incubatees) to receive comprehensive commercial and technical assistance in order to set up their business using space technology for such general non-space industrial, scientific and commercial uses as well as to favour spin-in activities to space sector;
- M. the Agency has chosen to implement and manage the ESA BIC Lazio through ESTEC contract and its applicable Work Orders and Contract

Change Notices;

- N. Lazio Innova (BIC Lazio before) and the Agency have been cooperating to put into effect the above mentioned initiative on the basis of an agreement signed on 07th November 2011;
- O. the Agenzia Spaziale Italiana (ASI) is the Italian national space agency ruled by the governmental decree n. 128/2003;
- P. one of the task demanded to ASI is to promote the valorisation for social and productive aims and the technology transfer of reasearch results in space and aerospace sectors;
- Q. ASI and the Agency have established an “Agreement between the Agenzia Spaziale Italiana and the European Space Agency on cooperation concerning the Technology Transfer and the BIC Italy” signed in Paris on 13/3/2013;
- R. ESA BIC Lazio is co-funded by the local Government of Regione Lazio and by ASI, as established in a Memorandum of Understanding signed by the local Government of Regione Lazio, ASI and the Agency;
- S. the Incubatee took part in the ESA BIC selection campaign N° with tender evaluation board (TEB) held on nnth mmmm aaaa and he was admitted to participate in the ESA BIC Lazio incubation programme;
- T. Lazio Innova, ASI and the Agency have adhered to the request of the User referred to in point G) as result of the above mentioned selection campaign;

IT IS AGREED AS FOLLOWS

Article 1 - Preamble

The preamble forms an integral and substantive part of this Contract.

Article 2 – Contractual Baseline

2.1. Definitions

For the purpose of this Contract the following words shall have the meanings assigned to them.

“Activity” means all the activities that the Incubatee will undertake under this Contract in relation to its participation in the ESA BIC, including the preparation of the Mid Term Report, the Executive Summary, the Annual Performance Report and the Business Plan and all other obligations and deliverables to be made by the Incubatee under this Contract.

“Annual Performance Report” shall have the meaning set out in Appendix 3, section 5.6.

“Business Plan” shall have the meaning set out in Appendix 3, section 5.5.

“CCN” shall mean a contract change notice.

“Change Review Board” shall be a board consisting of a contractual and a technical representative of each Party established to discuss and agree upon the approval or rejection of a change proposal, and final CCN.

“Commencement Date” shall mean the date that this Contract shall come into force.

“Contract” shall mean an agreement between Lazio Innova and the Incubatee regulating the Activity.

“Contract End Date” shall mean the date that this Contract shall come to an end.

“Contract Term” shall be the period between the Commencement Date and the Contract End Date.

“Conversion Proposal” shall mean a proposal detailing all costs incurred in relation to the Activity, to be submitted by the Incubatee to Lazio Innova.

“Declaration of State Aid” shall have the meaning set out in Article 16.2.

“Deliverables” shall have the meaning set out in Article 4.

“Disclosing Party” shall mean the Party disclosing Confidential Information.

“Equipment” shall have the meaning set out in Article 5.2.

“Executive Summary” shall have the meaning set out in Appendix 3, section 5.4.

“Final Report” shall mean the complete statement of the work undertaken by the Incubatee during the Contract Term, as further defined in Appendix 3, section 5.3.

“Intellectual Property Rights” shall mean all rights in copyright, patents, know-how, Confidential Information, database rights, rights in trade marks and designs (whether registered or unregistered), applications for registration of any of the foregoing and the right to apply for registration, and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world.

“Mid Term” shall mean the midpoint date between the Commencement Date and the Contract End Date.

“Mid Term Report” shall have the meaning set out in Article 4.1.1.

“Mid Term Review” shall have the meaning set out in Appendix 3, section 4.2.

“Receiving Party” shall mean the Party receiving Confidential Information.

“Statement of Non Co-incubation” shall mean the statement from the Incubatee that his company shall not be incubated in or receive support of any kind from any other incubator, a part from Lazio Innova, whatsoever for the duration of the Contract Term.

“Technical Support” shall have the meaning set out in Article 5.1.

“Third Party” shall mean any person or entity other than the Agency and the Parties to this Contract or their personnel.

2.2 Contractual baseline

The Incubatee shall perform the Activity in accordance with the following applicable documents listed hereunder in order of precedence:

- 2.2.1 This Incubation Contract;
- 2.2.2 The table of incubation services as set out in Appendix 2.
- 2.2.3 The Agency's Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Appendix 3
- 2.2.4 The Incubatee's Business Activity Proposal ref XXXXXX, dated ggth mmmm aaaa, **not attached hereto but known to both Parties.**

Article 3 – Subject of the Contract

In the spirit of that said in the preamble, Lazio Innova, the Agency and ASI hereby make available to the Incubatee an articulated and integrated system of incubation services, as clearly set out in the table of business incubation services attached in Appendix n 2. These services include, but are not limited to:

- Continued assistance to identify and analyse business criticalities, and orientation towards the identification of possible solutions, on the basis of the business incubation services agreed upon with in the table of abovementioned table of business incubation services;
- Incubator space office marked with the number "...." in the attached plan as part of the property located in Rome, Via Giacomo Peroni 442/444 c / o Tecnopolo Tiburtino, this room has an area of about square meters, achieved by optical fibre, with lighting and heating / air conditioning, alarm system independent;
- Facilities services (reception desk activities, mail distribution, security, ordinary and extraordinary maintenance, and cleaning of common premises).

Article 4 – Activity of the Incubatee

The Incubatee undertakes to deliver the items mentioned below (the “Deliverables”), as part of the Activity in accordance with the following provisions:

4.1 Documentation

4.1.1 Mid Term Report

At Mid Term, the Incubatee shall provide to Lazio Innova representatives a report detailing the technical and commercial work carried out by the Incubatee as part of the Activity during the first half of the Contract Term (“Mid Term Report”). Templates are provided in Appendix 4 herein.

4.1.2 Business Plan

The Business Plan shall be provided to Lazio Innova representatives not later than the Contract End Date.

4.1.3 Final Report and Executive Summary

(a) At least two months prior to the Contract End Date, the Incubatee shall provide Lazio Innova with draft versions of the Final Report and the Executive Summary. Lazio Innova shall have one month to review the draft documents and provide comments on each to the Incubatee. The Incubatee shall then have the remaining month in which to produce the final version of the Final Report and the Executive Summary and submit them to Lazio Innova, the Agency and ASI. Templates are provided in Appendix 5 herein.

(b) The Business Plan, the Final Report and the Executive Summary shall be delivered by the Incubatee to Lazio Innova in 1 paper copy and 1 electronic copy.

4.2 Other Deliverables

As part of the Incentive Scheme, it is expected from the Incubatee to deliver proof of the developed product or service. It is to be delivered to Lazio Innova through the appropriate ways agreed during the progress meetings and not later than the Contract End Date.

4.2.1 Software

In the event the Incubatee develops software under the incubation programme, Lazio Innova, ASI and the Agency shall receive from the Incubatee a copy of the software in source code form, it being understood that they shall keep the source code under confidentiality provisions, for purposes of auditing only. This shall not be subject to royalties.

- (a) The Incubatee shall deliver such software in a form to be agreed with Lazio Innova.
- (b) The Incubatee shall deliver such software at the end of the Contract Term or upon the cancellation of this Contract, unless otherwise agreed in writing by the Parties.
- (c) In the event it is not feasible to deliver the source code to Lazio Innova, the Incubatee shall deliver a complete demonstration including hosting server (functional prototype level).
- (d) In the event the Agency or its Member States require the use of the software for its own requirements, meaning Space programmes and applications, the Incubatee shall be contacted following the procedure state in Article 18.2 here below.

4.2.2 Hardware

- (a) In the event that the Incubatee develops any hardware during the Contract Term and as part of its Activity, it shall deliver to Lazio Innova a copy of the hardware in a form to be agreed with Lazio Innova.
- (b) In the event it is not feasible to deliver the hardware, Lazio Innova is entitled to request the Incubatee to loan the hardware to Lazio Innova and/or THE AGENCY and/or ASI for the purposes of displaying it in an exhibition or for the Lazio Innova and/or THE AGENCY and/or ASI 's promotional purposes for a period of five (5) years from the end of the Contract Term or from the cancellation of this Contract, unless otherwise agreed in writing by the Parties.
- (c) Any photographs and visual presentations (i.e. an automatic slide show and/or video trailer) of any hardware developed by the Incubatee during the

Contract Term and as part of its Activity shall be delivered to Lazio Innova and/or THE AGENCY and/or ASI during and at the end of the Contract Term or upon the cancellation of this Contract, unless otherwise agreed in writing by the Parties.

4.2.3 Outputs of tasks implementation

All the outputs reported in the above mentioned Business Activity Proposal ref. E_Ptt_XX_XXX_RGi, shall be delivered to Lazio Innova, according with the timing of task implementation. Eventual changes in outputs definition shall be discussed and agreed with Lazio Innova during the incubation period.

4.2.4 Additional Conditions to undertake as defined by the Tender Evaluation Board.

– the TEB recommends

Article 5 – Agency’s undertakings

5.1 Technical Support

(a) For the purposes of this Contract the Agency will provide the Incubatee with the following technical support necessary for and directly related to the Activity of Incubatee (referred to as “Technical Support”):

a maximum of 80 hrs during the contract term.

(b) The Technical Support shall be provided for the duration of the Contract Term, unless a shorter period is agreed between the Parties.

(c) Any information in documentary or other physical form provided to the Incubatee as part of the Technical Support shall remain the property of the Agency and shall be returned to the Agency at the end of the Contract Term or upon the cancellation of this Contract.

d) For all matters relating to the technical support the responsible technical officer will be communicated to Lazio innova.

5.2 Equipment

It is not foreseen the Agency will loan the Incubatee any equipment.

In the case during the incubation period there will be a eventual need of loan of equipment to the Incubatee, appropriate rules shall be defined and agreed between the Parties for the purposes of this Contract.

5.3 Software

It is not foreseen the Agency will loan the Incubatee any software.

In the case during the incubation period there will be a eventual need of loan of software to the Incubatee, appropriate rules shall be defined and agreed between the Parties for the purposes of this Contract.

Article 6 – Incubator opening hours

Lazio Innova staff is available to provide the service referred to in Article 3 above to the Incubatee Monday to Friday from 9:00am to 01:30pm and from 02:00pm to 05:30pm, excluding all the local and national holidays.

The access to the incubator is guaranteed from Monday to Friday from 07:30 am to 09:00 pm, excluding all the local and national holidays; any changes will be communicated to the Incubatee with adequate notice.

Article 7 – Terms for the Enjoyment of Services

The Incubatee expressly agrees to:

1) Make use of the services under Article 3 with the diligence of a reasonable and prudent man, and keep in good condition all structures and equipment in the Incubator made or installed for the rendering of the services. In any case, the Incubatee shall compensate Lazio Innova for all the damages it may have provoked to the above mentioned structures and equipment.

2) Avoid carrying out activities that may cause changes and/or damages to the premises in use; not to bring the following into the premises: fuels, weapons, explosive materials or, in any case, materials dangerous for the integrity of people and properties, harmful to health, animals, apparatuses emitting noise above 80 decibels or, even though less noisy, that exceed the range provided for by current regulations in the specific cases, materials or machinery weighing more than 400 kg/m², goods that cannot be lawfully marketed; obtain

all authorisations, permits or licences required for the performance of the its activity according to the law from the competent authorities (Fire Brigade, National Health Service, Municipality, etc.).

Simultaneously with the contract signing, the Incubatee shall deliver copies of all permits and/or administrative licences and necessary authorisations for the performance of its activity to Lazio Innova, together with all authorisations obtained from the Fire Brigade, National Health Service, Town Police and other Bodies competent for their issuance in relation with the Incubatee's activity.

3) Enter into a policy of liability insurance, various risks, with a maximum insured amount of € 1,000,000.00 (one milion/00). Copies of policies shall be delivered to the Lazio Innova within 30 (thirty) days after this contract signature.

The non-conclusion of that insurance policy in the terms assigned will result in the termination of this Agreement, resulting in immediate revocation of all the benefits associated hatching and obligation for the immediate release of the premises licensed for use in the full availability of Lazio Innova .

In the event of a claim, the Incubatee must, under penalty of termination of the contract, notify through proper notice within three days Lazio Innova, who reserves the right to intervene in the acts of investigation and settlement of claims and also to promote them, with the expenses of Incubatee.

Certified copies of the insurance certificate must be submitted to Lazio Innova within 15 (fifteen) days from the date of signing of this Agreement;

4) Adhere to all law provisions as regards environmental protection (emissions in the atmosphere, noise level, discharge of process waters, waste disposal) as well as provisions regarding health protection and hygiene in the work place, accident prevention and improvement of the workers' safety and health in the work place (Legislative Decree no. 626/94).

5) Comply with the rules laid down in all the documents signed by the Incubatee;

6) Promptly notify Lazio Innova:

- any unilateral changes to the activity specified in the application for admission;
- any lapse in the authorizations, concessions or licenses referred to above;
- any transfer of the company or a branch of it;
- possible loss of the requirements to be a Small Medium Enterprise;
- eventual bankruptcy or admissions to other insolvency procedures.

The Incubatee declares to have read, and therefore, to know the Organizational Management and Control Model, pursuant to Legislative Decree 231/01 and its subsequent amendments and additions and the Corruption and Transparency Prevention Plan and related procedures always available for consultation at the Lazio Innova offices as well as being published on the website www.lazioinnova.it. The Incubatee undertakes for himself and also for his employees / collaborators to comply with the rules, procedures and principles contained in the aforementioned documents. The Incubatee also declares to be aware that the violation of what is contained in the organizational model and in the plan to prevent corruption and transparency and related documents or the non-veracity of the declarations issued as well as the commission and / or the commission attempt of one of the criminal offenses included in the scope of Legislative Decree 231/01 and Legislative Decree 190/2012 and subsequent amendments (also by its employees / collaborators) constitutes in all respects a serious breach of the present contract which may be terminated pursuant to and for the purposes of art. 1456 c. the statements can be considered as false statements pursuant to art. 76 of Presidential Decree 445/2000.

Article 8 - Escrow

To guarantee the delivery in good conditions to Lazio Innova of all facilities and equipment made or installed for the provision of services, the Incubatee will pay Lazio Innova a sum by way of security deposit and not productive of interest. This deposit will be returned to the Incubatee by Lazio Innova at the end of the contract, after checking the condition of the facilities and equipment used by the Incubatee. The deposit will not be paid in a lump sum, but will be equal to 25% of the rent of performance expected for each year.

The portion of the security deposit for the first year is paid together with the signing of this contract. The later instalments, relating to the adaptation of the rate of the second and possibly the third years, must be paid no later than the first month of the respective year.

Failure to pay the security deposit in the manner and time indicated above, will result in the termination of the present contract.

Article 9 – Disclaim of Responsibility

Lazio Innova, the Agency and ASI disclaim any and all responsibilities for any damage whatsoever that the Incubatee may suffer from the enjoyment of the services rendered under this Contract. The Incubatee hereby discharges Lazio Innova, the Agency and ASI from all possible claims for damages or other, and since now agrees to waive all recourse against Lazio Innova, the Agency and ASI.

Similarly, Lazio Innova , the Agency and ASI shall not be held liable in any manner whatsoever towards the Incubatee for any kind of thefts that the Incubatee may suffer in the premises it uses or in common-use spaces.

In addition, Lazio Innova, the Agency and ASI are expressly released from all responsibility in case of interruption and/or discontinuation, even partial, of all or part of the services offered following whatever cause and/or reason not attributable to malice or gross negligence by Lazio Innova, the Agency and ASI;

the Incubatee, therefore, shall not claim any reimbursement whatsoever, nor any compensation for the damage suffered.

The Incubatee is solely liable for damages to properties and people (employees, collaborators, suppliers, customers, visitors, other users, etc.) that might occur in the premises assigned to the Incubatee or following causes deriving from the Incubatee's activity.

The Incubatee expressly releases Lazio Innova, the Agency and ASI from all responsibility for any damages that may derive to the Incubatee from actions or omissions of both the other undertakings operating in the space granted in exclusive use and third parties present in such spaces or in the common-use spaces.

Article 10 – Autonomy of the Parties

The Incubatee, Lazio Innova, the Agency and ASI are fully autonomous subjects, in particular as regards the operational, managerial, financial and corporate aspects. Therefore:

- A. Between the Incubatee's staff on one side and Lazio Innova, the Agency and ASI on the other it does not exist and never can exist any employment or paid-work relationship, nor the Incubatee's employees can ever claim such qualifications.
- B. The Incubatee cannot in any manner whatsoever make use of the company names of Lazio Innova, the Agency and ASI, except as stated in the next Article 17.
- C. The management of the Incubatee's undertaking solely and exclusively pertains to the Incubatee's Administrators and Corporate Bodies.
- D. Lazio Innova, the Agency and ASI shall not interfere in any manner whatsoever in the Incubatee's managerial choices and exclusively supply the services object of this Contract.

Article 11 – Polluting Waste

Disposal of special and polluting waste as defined by current regulations is at the Incubatee's charge. The Incubatee should take care of such waste in compliance with the regulations in force.

Article 12 – Tax and Duties

All taxes for operating companies or practising crafts or professions connected to the Incubatee's activity, are wholly at the Incubatee's charge. The Incubatee releases Lazio Innova, ASI and THE AGENCY from any and all liabilities towards local and national Public Administrations.

Article 13 - Duration

This Contract will be valid for XX (number) months as of the date of signing by the Incubatee. Upon expiry, the Contract will be automatically terminated with no possibility of silent renewal.

The Incubatee may only ask Lazio Innova for extending the duration of the contract for additional one year, as Alumnus of the ESA Lazio BIC Programme and according to the rules of incubation applied to the Spazio Attivo Roma Tecnopolo by Lazio Innova.

The Incubatee shall leave the part of the Incubator used so far free from people and belongings, restoring the place to its original condition, except deterioration due to normal use, not later than 5 days from Contract expiry and with no prior notice from Lazio Innova.

It is understood that improvements made by the Incubatee, if any and even with the approval of Lazio Innova, shall not entail any compensation of any nature whatsoever.

No compensation will be due, under no title or reason, to the Incubatee upon exit from the Incubator.

Article 14 – Meetings and reporting requirements

Full details of reporting and meeting requirements are set out in Appendix 3 sections 3 and 4 respectively.

Article 15 – Financial contribution and payment

15.1. Financial Contribution

15.1.1 The ESA BIC LAZIO total financial contribution to the Activity amounts up to:

X0.000,00 EURO (XX thousand/00) EURO for prototyping, product/service and IPR development, with no direct labour costs.

15.1.2 For the purpose of this Contract the above mentioned total financial contribution is stated to be a ceiling which amount shall not be exceeded and for which the Incubatee shall perform the Activity in full. At the end of the Contract Term the ceiling amount shall be converted into a firm fixed amount by means of a Conversion Proposal, detailing all costs incurred, with all invoices attached, to be submitted by the Incubatee to Lazio Innova.

15.1.2.1 The incubatee shall proof all expenses from the funding solely with third parties' invoices used for IPR and product development. The incubatee is not authorized to use the above stated funding for reimbursement of his own hours spent in the project.

15.1.3 The above amount does not include any taxes and duties.

15.2 Payment Terms

All payments shall be made according to the provisions of this Article 15.

15.3 Categories of Payment

Relative to the financial contribution set out under Article 15.1, Lazio Innova shall make the following payments to the Incubatee:

15.3.1 Advances and Progress Payments

- (a) Lazio Innova, THE AGENCY and ASI may authorise progress payments in connection with this Contract.
- (b) Progress payments are not final payments and shall be deducted from the sums due to the Incubatee under this Contract.
- (c) The final payment shall not be less than 20% of the total financial contribution.
- (d) Except with the specific agreement of the Agency, ASI and Lazio Innova, the Incubatee shall not divert to uses not provided for in this Contract any material or services in respect of which advances or progress payments have been made. In the event of any violation of this provision THE AGENCY, ASI and Lazio Innova reserve the right to require the return of the advances or progress payments without prejudice to its rights under Article 16.

15.4 Final Settlement

15.4.1 The Incubatee shall be allowed to claim final settlement when all the Incubatee's obligations under this Contract have been fulfilled.

15.4.2 Final settlement to the Incubatee is due by THE AGENCY, ASI and Lazio Innova upon:

- a) receipt by Lazio Innova of all relevant invoice(s) from the Incubatee with a clear indication of all the invoices paid with the funding provided under this contract; and

b) certification by Lazio Innova of the satisfactory completion of the Activity under this Contract.

15.4.3 Lazio Innova shall make the payments according to the following payment plan:

MILESTONE DESCRIPTION	PERIOD OF SCHEDULE DATES	AMOUNT IN EURO
ADVANCE: Signing of the contract: The incubated receive 10% of the contribution allowed to be spent for preliminary costs agreed with Lazio Innova	Between M1 and M2	
PROGRESS: upon acceptance by Lazio Innova, ASI and ESA Board, of the deliverables due on Mid Term Review	M12	
FINAL: upon acceptance by THE AGENCY, ASI and Lazio Innova of all Deliverables under the contract, including the hardware and software and upon acceptance by Lazio Innova and ESA Board of the Incubatee's Conversion Proposal	M24	or finally certified firm fixed price minus (Advance + Progress) payments

No amount planned in each milestone may be provided if the incubatee does not give proof of the receipts for payment made for expenses incurred.

15.5 Invoices, place and payments

15.5.1 The Incubatee is required to submit invoices for all payments due under this Contract.

15.5.2 Payments shall be made by bank transfer in EUR to the account specified by the Incubatee, see Article 15.1.1 hereabove. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code).

15.5.3 Any special charges related to the execution of payments will be borne by the incubatee.

Article 16 – De minimis aid

16.1 The aid (up to € 25.000) granted in the frame of Regione Lazio (L.R. 13 L.R. n. 13/2013, 'art. 6) that is provided under this Contract to the Incubatee falls under the terms of EC Regulation 1998/2006 of 15th of December 2006 on the application of Articles 87 and 88 of the EC Treaty to 'de minimis aid'.

16.2 The Incubatee shall notify Lazio Innova through registered mail with return receipt in writing of how much state aid it has received during the three (3) years prior to the Commencement Date from any administrative body, insofar as no approval for such state aid was previously obtained from the Commission of the European Communities ("Declaration of State Aid").

16.3 The Incubatee agrees to reimburse any state aid that the Incubatee has received under this Contract if it is later established that the payment was issued in violation of EC Regulation 1998/2006 of 15th of December 2006 on the application of Article 87 and 88 of the EC Treaty to de minimis aid.

Article 17 - Publicity and visual identity of incubatees

17.1 Publicity

17.1.1 The Incubatee shall not produce or disseminate any form of communication material, press releases or other publicity documents, including the Incubatee's advertising and news bulletins, which are intended by the Incubatee for the press, internet/web-sites or television, which refer to Lazio Innova, ESA, ESA BIC Lazio or any aspect of the ESA BIC Lazio activities, or permit any Third Party to do so, without the prior written consent of Lazio Innova.

17.1.2 Lazio Innova shall not produce or disseminate any form of communication material, press releases or other publicity documents which are intended by the ESA BIC Lazio for the press, internet/web-sites or television, which refer to the Incubatee or any aspect of the Incubatee's activities, or permit any Third Party to do so, without the prior written consent of the Incubatee's contractual representative or his duly authorised representative, enclosed in the Appendix I to this contract ("*Privacy Policy And Consent To Personal Data Treatment*").

17.2 Visual Identity of the Incubatee

17.2.1 The Incubatee shall not use the official emblem of ESA, ESA BICs, or ESA BIC Lazio or any other logo or trademark which may be owned or used by the Agency or Lazio Innova for any purpose whatsoever, unless stated in this Article.

17.2.2 The Incubatee may place the logo attached in Appendix 6 and the following text line, in full and without amendment, on its promotional material and publicity documents, including exhibition and conference material and its

internet site, as long as it is linked to <https://spacesolutions.esa.int/> and stated as a partner of the company, but not on its products or any other material which it produces:

“Name of the Company srl is participating in the ESA Business Incubation Centre Lazio” is referred to as the Text Line. Use of the ESA BIC Logo and Text Line by Incubatee shall be subject to the following conditions:

- (a) the Incubatee shall submit to Lazio Innova’s contractual representative or his duly authorised representative for prior written approval all promotional material and publicity documents, on which the Text Line is to appear or is intended to be used, which approval may be withheld or withdrawn from any material or documents at any time at Lazio Innova’s discretion;
- (b) the prior approval of Lazio Innova for the use of the logo and/or Text Line shall not constitute an endorsement or approval of the Incubatee’s Activity, products or services, or of their quality, technology or suitability for a particular use, neither shall it constitute verification by Lazio innova of the compatibility of materials produced by the Incubatee with applicable law and regulations, and the Incubatee shall refrain from using any statements which could suggest otherwise;
- (c) any use of the logo and/or Text Line on amended or revised promotional material and publicity documents shall be subject to the same approval process as the original material and documents;
- (d) the Text Line may be translated into a different language other than English, subject to the approval of the Lazio Innova’s contractual representative or his duly authorised representative; and

(e) no use of the Logo neither the Text Line shall be made in connection with material, products or documents that:

- a. constitute an infringement of law and/or legal provisions;
- b. undermine the reputation and dignity of the Agency or Lazio Innova or ESA BIC Lazio partners; and
- c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

17.2.3 The Incubatee shall keep appropriate records of the extent of its use of the logo and Text Line, stating in particular the nature and time of use of the logo and Text Line on its material, products and documentation. The Incubatee shall provide Lazio Innova's contractual representative or his duly authorised representative with information and documents to evidence such use.

17.2.4 The use by the Incubatee of the logo and Text Line shall terminate upon the cancellation or expiry of this Contract as described in Article 16, unless specified in writing by Lazio Innova and the Agency and the following Clauses here below.

17.2.5 Incubatees which successfully conclude the ESA BIC programme ("Alumni") shall be allowed to use the following Text Line, in its marketing material, including exhibition and conference material (not on products nor materials) and its internet site, as long as it is linked to <https://spacesolutions.esa.int/> and stated as a partner of the company.

"(Name of the company) is an Alumni of ESA Business Incubation Centre Lazio (graduation year)" is referred to as the Text Line.

Alumni using the text line have the obligation to report its use on a yearly basis to the Agency for as the text line is used. The agency may withdraw the right to use the text line at any time for any reason.

17.2.6 The Agency has set-up and registered “The Space Solutions” trademark to be used by techno-starters on their products. To use this trademark, the techno-starter has to enter into licensing agreement with the Agency and pay a fee. Details can be found on <http://www.esa.int/spacesolutionslogo>.

Article 18 – Intellectual property

18 Ownership

18.1 The Incubatee shall own all Intellectual Property Rights arising out of the Activity performed under this Contract as may be granted by law, as far as no infringement of Third Party rights occurs.

18.2 Use of Intellectual Property Rights by the Agency

18.2.1 If the Agency or its Member States require the use of any Intellectual Property Rights, owned by the Incubatee as described in Article 18.1, for the performance of the Agency’s programmes, the Incubatee shall be invited to submit a proposal following a request for quotation issued by the Agency.

If, for any reason, the Incubatee is not able to submit a proposal within the determined tendering period, or following evaluation, said proposal is not recommended in-line with the ESA Rules and Regulations, the Agency is automatically entitled to a worldwide, irrevocable, transferable, non-exclusive licence to use on “favourable conditions” (i.e. more favourable for the Licensee than market conditions but still allowing reasonable profit for the Licensor) such Intellectual Property Rights for non-commercial purposes within its Scientific Research and Research and Development programmes, with the right to grant sub-licenses.

Notwithstanding the above provisions of this Sub-Clause, shall the Incubatee provide the Agency with conclusive evidence that granting said licence would cause it to suffer economic hardship, the Agency's authorised representatives may jointly, on a case by case basis, waive this right.

18.2.2 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 18.1, to an assignee the Incubatee shall ensure that the Agency's and its Member States' rights, as set out in Article 18.2.1 of this contract, are reassigned to the new assignee.

18.3 Transfer of Intellectual Property Rights outside the ESA Member States;
The Incubatee shall inform Lazio Innova's technical representative, well in advance of its intention to transfer outside the Agency's Member States any Intellectual Property Rights arising from this Contract.

Article 19 - Compensation rates for the services provided and payment terms

Under ESA BIC Lazio Open Call, the annual fee for the provision of the services referred to in Article 3 is as follows:

- the first year XXXX (write number/ 00) EURO plus VAT of the law;
- the second year XXXX (write number/ 00) EURO plus VAT of the law;

In the event of subsequent extension of the contract:

From the third year onwards XXXX (write number/ 00) EURO plus VAT of the law.

These amounts are to be paid to Lazio Innova every two months, in the same amount prepaid.

Utilities (electricity, heating / air conditioning) are in charge of the Incubatee.

The telephone line is in charge of the Incubatee.

Additional services and all utilities will be invoiced by Lazio Innova every two months.

Article 20 – Penalties

Should the Incubatee not release the previously available space in the terms stated in the above Article 13, the Incubatee shall pay a penalty equal to € 50.00 (a Fifty/00) for each day of delay to Lazio Innova, with no prejudice to compensation of other damages, also deriving from the impossibility of other firms to have access.

Article 21- Withdrawal

It is given the opportunity to each Party to terminate the contract early by giving written notice thereof at least three months before, by registered letter to be sent at their respective offices.

Article 22 – Monitoring

22.1 The Incubatee acknowledges and agrees that Lazio innova is entitled to monitor the development of the activities of the company in the Incubator to effectively supply the services hereto;

22.2 Therefore, upon request and under pain of termination of Contract pursuant Article 1456 of the (Italian) Civil Code, the Incubatee should:

- send copy to Lazio Innova of the annual balance sheet within thirty days from approval;
- participate in regular progress meetings at least quarterly, in order to analyze the progress of the activities, based on a template for activities reporting;

- inform Lazio Innova substantial changes that may occur during the project in incubation;

22.3 On the basis of the results achieved by the Incubatee, Lazio Innova can suggest measures to improve the entrepreneurial prospects of the company.

Article 23 – Changes to this contract

23.1 Introduction of a Change

23.1.1 For all changes to this Contract, whether requested by Lazio Innova or initiated by the Incubatee, the Incubatee shall submit a proposal for a CCN.

23.1.2 The Incubatee shall ensure that each change proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered by the Incubatee and Lazio Innova. The Incubatee shall, on the request of Lazio Innova, provide additional documentary evidence of the affect of the change to both Parties.

23.2 Approval or Rejection of the Change Proposal

23.2.1 Should the change proposal be approved by Lazio Innova, a corresponding CCN shall be prepared by Lazio Innova's contractual representatives and submitted to both Parties for signature.

23.2.2 Should a change proposal be rejected for any reason by Lazio Innova, the Incubatee shall be informed accordingly, together with the reasons for the rejection. At the request of either Party, the change may be discussed at a Change Review Board, consisting of a contractual and a technical representative of each Party.

23.3 Implementation and Status of an Approved CCN

Upon the signature of a CCN by both Parties, the CCN will have immediate effect and constitutes a binding contractual agreement between the Parties. The Incubatee shall implement the change in accordance with the implementation dates agreed in the CCN.

Article 24 – Post incubation management

On each anniversary of the end of the Contract Term, during 10 years, subject to losing the right to use the ESA BIC Lazio logo if non compliant, the Incubatee shall prepare and submit an Annual Performance Report (see Appendix 3, point 5.6 annual performance report) to the Incubation Manager of ESA BIC Lazio, as well as to the European Space Agency's Technical Representative, as follows:

Aude de Clercq

European Space Agency (ESTEC)

Technology Transfer Programme Office

Keplerlaan 1, Postbus 299

2200 AG Noordwijk, The Netherlands

tel: +31 71 565 8662- email: aude.de.clercq@esa.int

Article 25 - No Assignment Clause

It is expressly and absolutely forbidden to the Incubatee to assign the rights to which the Incubatee is entitled under this Contract in whole or in part, directly or indirectly, and/or allow third parties to enjoy the services and/or spaces supplied by Lazio Innova, by the Agency and by ASI.

Article 26 – Explicit Termination Clause

Pursuant and to the effects of Article 1456 of the (Italian) Civil Code, the Parties hereto expressly agree that this Contract be terminated in the following cases:

- the Incubatee breaching that established in Articles 4, 22 and 25 above;
- the Incubatee unilaterally changing the activity specified in the application or being incompliant with application data;

or

failure on the part of the same data contained therein;

- late payment, for a period exceeding thirty days, or failure to pay the escrow referred to in Article 8;
- late payment, for a period exceeding six months, even only one of the amounts due under this Contract;
- failure to submit to Lazio Innova insurance policies referred to in art. 7 within the agreed limits and according to the indications of Lazio Innova;
- failure to comply with the terms of individual insurance policies;
- loss of validity of authorisations, permits or licences referred to in Article 7 above;
- transfer of the company or part of it;
- loss of the condition of micro, small or medium-sized undertaking as under point E of the preamble;
- incompliance with the regulations set forth in this Contract and attachments hereto;
- protests of bills or cheques against the Incubatee; the Incubatee being declared bankrupt or involved in insolvency proceedings.

Also, Lazio Innova reserves the right to terminate the contract in advance if:

- the activity carried out by the firm no longer meets the requirements upon which it was selected;
- the prospects of entrepreneurial success become unsubstantial.

Article 27 – Final Provisions

Should any term or provision in this Contract be declared void, invalid or ineffective, the remaining provisions herein shall remain in full force and effect, unless the elimination of the void provision considerably distorts the intents and aims expressed by the Parties when signing this Contract. In this case, the Parties shall make all efforts to replace the faulty provision redefining their rights and obligations in the framework of the new situation.

This Contract is exclusively governed by the Italian Law to which reference should be made for all that is not expressly provided for herein.

Whatever change or derogation to this Contract can take place and be proved only by means of a written deed duly executed by the Parties hereto.

Insofar as it is necessary, the Incubatee expressly exempts the Local Government of Regione Lazio from any and all responsibilities for any dispute that may arise between the Incubatee and Lazio Innova concerning construction, validity and performance of this Contract.

All expenses relating to this Contract and its registration shall be at the Incubatee's charge,

This contract is subject to registration in case of use. The cost of the related registration will be sustained by the requiring Party (Lazio Innova or Incubatee).

Article 28 – Jurisdiction

Any dispute that may arise concerning existence, construction, validity, effectiveness and performance of this Contract shall be submitted exclusively to the Court of Rome, as since now the Parties derogate from the common rule of jurisdiction by territory. To this end, the Parties accept this exclusive jurisdiction of competence and waive their right to make recourse to any competing or alternative court.

Article 29 - Attachments

According to preceding pacts, the Attachments listed below are an integral and substantive part of this Contract:

- Attachment A: “INCUBATOR MAP

Read, confirmed and signed

Rome,

Lazio Innova S.p.A.

The Incubatee

.....

.....

Pursuant and to the effects of Articles 1341 and 1342 of the Codice Civile italiano, after examining this deed, the Incubatee declares that it has fully read all of the clauses and that accepts them without reserves. In particular, the Incubatee expressly and specifically approves all that is established in Articles 3, 4, 6, 7, 9, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27 and 28, which are therefore meant as approved and well known.



Read, confirmed and signed

Rome,

Lazio Innova S.p.A.

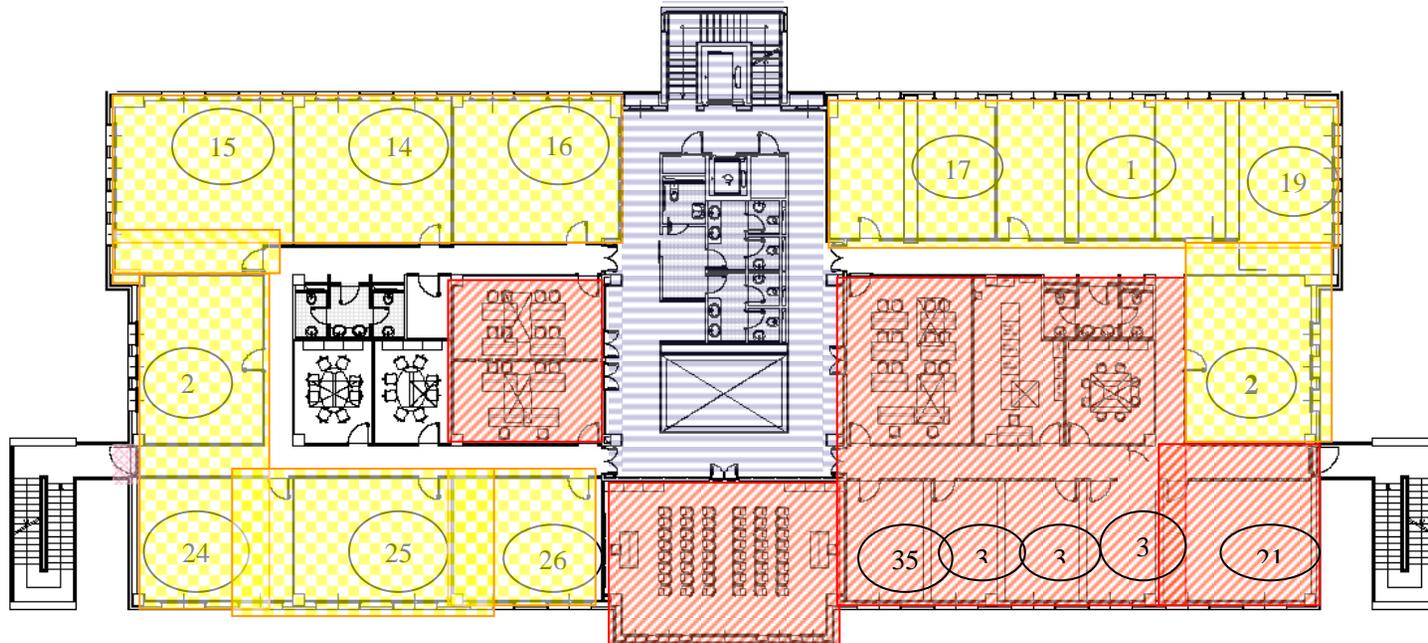
.....

The Incubatee

.....

ATTACHMENT 1

First floor map Spazio Attivo Roma Tecnopolo
Via Giacomo Peroni 442-444 – 00131 Rome

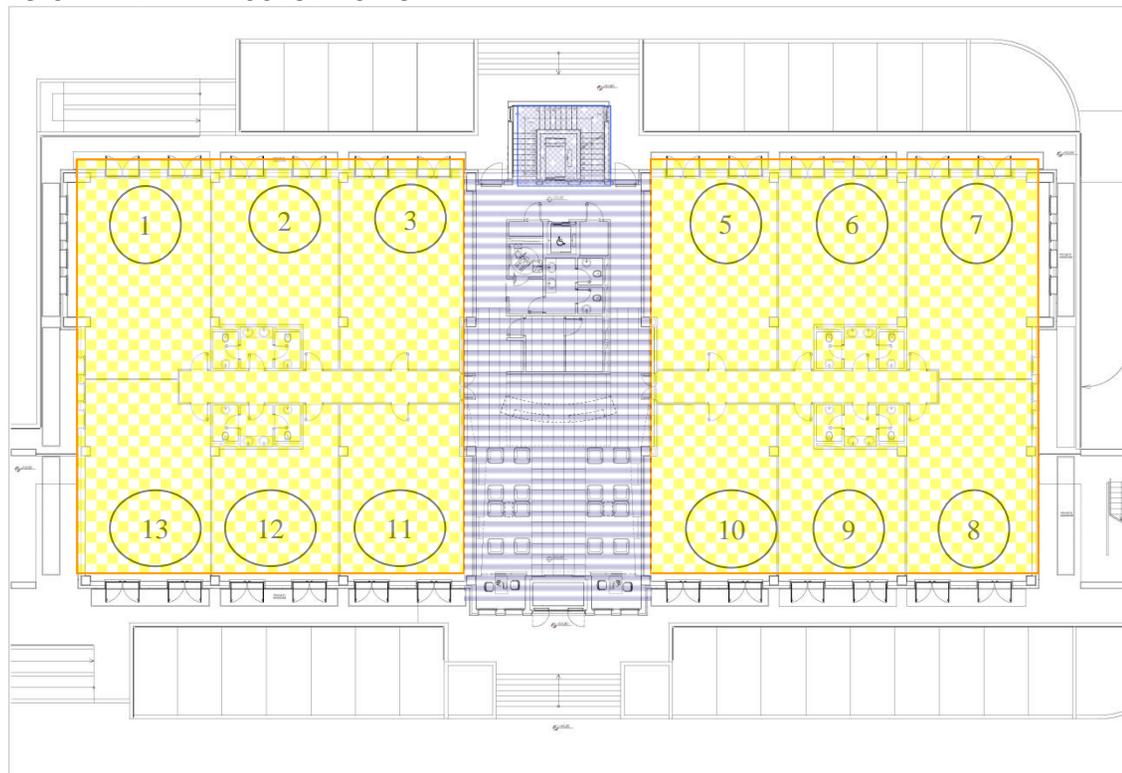


Legenda :		Aree L. I.
		Aree comuni
		Aree incubati
		Area Preincubazione

P Ground floor map

Spazio Attivo Roma Tecnopolo

Via Giacomo Peroni 442-444 – 00131 Rome



Legenda :

-  Aree comuni
-  Aree Incubati

APPENDIX I)

INFORMATION FOR THE PROCESSING OF PERSONAL DATA AND CONSENT

Information document pursuant to art. 13 EU Regulation 2016/679 ("GDPR") and related consent.

In accordance with the provisions of Article 13 of the GDPR, the following information is provided with reference to the processing of personal data relating to the Incubation Contract.

Data controller and DPO

The data controller is Lazio Innova S.p.A. ("**Owner**"), P.I. and C.F. 05950941004, with headquarters in Rome (00184), street Marco Aurelio, 26, e-mail info@lazioinnova.it , telephone 06 / 60.51.60.

The person in charge of data protection ("**DPO**") is Ughi e Nunziante - Studio Legale, in the person of the lawyer Agostino Clemente reachable at the e-mail address dpo@lazioinnova.it .

Type of data processed and data origin

The Holder may cover the following personal data: name and surname of the contact person; name and surname, role in the company, telephone, fax and e-mail of the proponent (legal representative); identity document, name and surname, place and date of birth, C. F. and address of residence of the legal representative; identity document, name and surname, place and date of birth, C. F. and address of residence of members and directors of the company; substitutive declaration of the anti-mafia of all the persons referred to in art. 2 paragraph 3 of the D.P.R. 252/98; *curriculum vitae* of all members.

These data are provided by the contact person or the proposer when completing the Application form for Incubation or through subsequent additions.

Purpose and legal basis of the processing

Personal data will be processed exclusively for the following purposes:

1. fulfillment of the obligations deriving from the agreement signed with Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency);
2. communication of promotional initiatives for meetings with other companies and networking events;
3. sending of updates and / or informative and promotional material of Lazio Innova SpA, the Lazio Region, ASI (Italian Space Agency), ESA (European Space Agency) and / or the companies of the regional network, whose list can be consulted on the website of the Lazio Region;
4. press office actions (interviews, invitations to events and others);
5. realization of images and audio-video recordings and their reproduction at events and / or publication on the web portals of Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency), ESA (European Space Agency) and / or of the regional network or connected portals;
6. inclusion in the mailing list of Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency) for the sending of newsletters (also following the termination of the contractual relationship);
7. data retention.

The legal bases for the processing of personal data are as follows:

- **execution of a contract** (purposes from 1 to 4). The processing of personal data is a necessary condition to allow the Data Controller to execute the agreement, therefore the failure, incorrect or incomplete provision of the data requested makes it impossible to stipulate the contract;
- **consent of the interested party** (purpose No. 5). In this case, the treatment can only take place after your consent has been issued. This consent is optional and the non-release of the same will not affect in any way the execution of the contract, without prejudice in this case the impossibility to use the additional services offered by Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency). It is specified that the consent given may be revoked by you at any time, without prejudice to the legitimacy of the processing carried out until the moment of revocation;

- **legitimate interest of the data controller** (purposes 6 and 7). The Data Controller may continue to send you updates and communications even after the termination of the contractual relationship and keep your personal data, as provided in the following paragraph, to promote your business activity and to protect your interest in ascertaining, defending and exercise their rights in court.

Processing methods and data retention times

Personal data will be processed with manual and IT tools according to organization and processing logic strictly related to the purposes indicated above. The processing may consist of the following operations or set of operations: collection, registration, organization, storage, consultation, processing, modification, selection, extraction, use, interconnection, limitation, communication, cancellation and destruction of personal data.

All personal data will be processed in accordance with current legislation on the protection of personal data, in particular in compliance with the principles of lawfulness, fairness, transparency, minimization, accuracy, integrity and confidentiality and in order to ensure, through the adoption of adequate organizational and technical measures, their safety and protection against unauthorized and illegal treatment, loss, destruction and accidental damage.

Personal data will be stored by the Holder in a paper and electronic store based on the following criteria:

- for the entire duration of the contractual relationship;
- after the termination of the contractual relationship, for a further ten-year period, in order to promote its business activity and to ascertain, exercise or defend a right in court.

Scope of communication and dissemination

The personal data acquired will be processed exclusively by persons authorized to process the Data Controller, within the scope of their duties and within the limits of what is strictly necessary for the performance of their activities, and by data controllers appointed by the Data Controller.

Personal data may be disclosed to third parties, who act as independent data controllers, such as:

- Lazio Region and the company's regional network whose list is available on the website of the Lazio Region;
- tutors or external consultants regarding the offer of consulting services of Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency);
- other external subjects, public and / or private, with whom Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency) could undertake collaborations linked to the offer of services;
- external consultants that Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency);
- uses for the fulfillment of the obligations related to the contract / agreement;
- public and / or private entities for the fulfillment of legal expenses related to the management of the contract / agreement;
- persons entitled to request access to the documents ex L.241 / 90 and s.m.i.

The personal data object of treatment may be disclosed in accordance with the principles expressed in the Regulations and within the limits of the purposes previously stated.

Transfer of your data abroad

Personal data may be transferred to non-EU Countries only if these Countries are deemed suitable to guarantee an adequate level of protection pursuant to art. 45 of the Regulations.

Rights of the interested party

In accordance with Chapter III of the Regulations, you can exercise at any time the following rights:

- the right to obtain the confirmation of the existence or not of a personal data that concern you, and, if so, to gain access to such data;
- the right to obtain, in the presence of the conditions established by the Regulations, the correction and deletion of personal data;

- the right to obtain, in the presence of the conditions established by the Regulations, the limitation of the processing of personal data;
- the right to receive, in the presence of the conditions laid down by the Regulations, personal data in a structured format, commonly used and readable by automatic device;
- the right to oppose the processing of personal data at any time;
- the right to withdraw the consent, where provided: the withdrawal of consent does not affect the lawfulness of the treatment based on the consent granted before the revocation.

The exercise of these rights can be done free of charge by sending a request by e-mail to the address dpo@lazioinnova.it.

For further information regarding the processing of personal data, please contact the DPO, which can be contacted at the e-mail address dpo@lazioinnova.it.

Furthermore, pursuant to art. 77 of the Regulations, you have the right to complain to the relevant supervisory authority considers that the processing of personal data does not comply with Regulations.

Statement taken vision

I undersigned _____ I declare to have received the informative relative to the treatment of my personal data with reference to the Incubation Contract.

Place date and signature _____

Consent to the processing of personal data

I underwritten _____ give my consent to the use of my personal data for the following purpose:

- creation of images and audio-video recordings and their reproduction at events and / or publication on the web portals of Lazio Innova SpA, Lazio Region, ASI (Italian Space Agency), ESA (European Space Agency) and / or of the regional network or connected portals (purpose 5).

Place date and signature _____

APPENDIX 2)

TABLE OF INCUBATION SERVICES - ESA BIC LAZIO PROGRAMME

Company		
	<i>Name</i>	<i>Entrepreneur</i>
Company Legal Representative		
Headquarter address		
VAT Number		
Project title		

Type of service	ESA BIC Lazio Incubation
Length of stay request from the Incubator	<i>(number)..... months</i>
Office accommodation type	<i>Office type....., Office n° sm.....</i>

Incubation Rates (VAT not included)

Year	Amount Office type A (from 55 sm to 85 sm)	Amount Office type B (from 35 sm to 50 sm)
First	€ 6.300 per year	€ 4.515 per year
Second	€ 9.000 per year	€ 6.450 per year
From third onward	€ 11.700 per year	€ 8.385 per year

Coaching and advice services to be selected (Lazio Innova)

Services	X	Services	X
Project management, periodical reviews, graduation		Introduction to IPR protection	
Business planning		Accountancy and administration	
Information on other financial opportunities		Entrepreneurial training	
Investor readiness		Networking	
Communication, Corp ident, concept, promotion		EU programmes information and internationalization	

Technical Support

Maximum number of support in technical domains reported in the Businesses

Activity Proposal:

Details for the available IT services

IT services included in incubation rate	Cost (€)
Preparation of cables for data transmission, Internet access according with the MCR of 1 Mbp symmetric for download (up to a 30Mbps) and with the MCR of 512 Kbps for upload (up to a 10Mbps)	Included
Public IP assigned to navigation, public IP assigned for publication services	Included

Printing and photocopying	Cost
Prints and copies b/w <= 600 in two months	Included
Prints and copies b/n > 600 in two months	0,05
Color prints	0,12

Rome,

Lazio Innova S.p.A.

The Incubatee

.....

.....

ADDENDUM I - STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES

This document contains the standard requirements for management, reporting, meetings and deliverables for contracts to be placed by the Incubatee in regard to the ESA BIC Lazio.

1. CONTRACTUAL BASELINE

The Incubatee is a start-up company in the early stage development of its commercial enterprise, applying space technology or systems to non-space applications, including industrial, scientific and commercial uses. As a start up company the Incubatee requires business development support, technical and commercial advice and marketing expertise to be able to commercialise its product or service through:

- developing its commercial focus;
- enhancing or creating its business plan;
- elaborating on its business outline proposal;
- making relevant use of Third Party advisors;
- establishing a sound financial, commercial and marketing model; and
- performing additional technical activities, functional to the above activities as required.

2. MANAGEMENT

2.1 General

The Incubatee shall implement effective and economical management for the work to be performed under this contract. The nominated representative of the Incubatee shall be responsible for the management and execution of the work to be performed.

2.2 Communications

All communications sent by the Incubatee to Lazio Innova shall be addressed to Lazio Innova's representatives.

3. REPORTING

3.1 Minutes of Meetings

The Incubatee is responsible for the preparation and distribution of minutes of meetings held in connection with this Contract. Electronic and paper versions of the minutes of each meeting shall be issued and distributed to all participants and to Lazio Innova's representatives, not later than ten (10) days after the meeting concerned was held.

3.2 Progress Reports

Every three (3) months, the Incubatee shall provide a progress report to Lazio Innova's representatives, covering the Activity. This report shall provide details of:

- action items completed during the reporting period;
- description of progress: events accomplished etc.;
- problem areas, if any, and corrective actions planned and/or taken;
- events anticipated during the next reporting period;
- further details to be provided on a case-by-case basis

3.3 Problem Notification

The Incubatee shall notify Lazio Innova's representatives of any problem likely to significantly impact the progress of the Activity.

4. MEETINGS

4.1 Kick-off Meeting

The kick-off meeting shall take place at Lazio Innova's premises or by teleconference at the beginning of the Contract Term.

4.2 Mid Term Review

At Mid Term a meeting shall be held ("Mid Term Review"), where the Incubatee shall present the Mid Term Report, to verify the status of the Activity and to confirm its feasibility.

4.3 Additional Meetings

Additional meetings (named progress meetings) may be requested either by Lazio Innova or the Incubatee in order to discuss the state of art of tasks implementation during the incubation period.

4.4 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to Lazio Innova is given at least 2 (two) weeks in advance of when Incubatee's participation is foreseen to be required. The Incubatee is responsible for ensuring the participation of the Incubatee's personnel and/or third party advisors, as needed.

For each meeting the Incubatee shall propose an agenda in electronic form and shall compile and distribute handouts of any presentation given at the meeting.

5. DELIVERABLES

5.1 Documentation to be delivered

In addition to the documents to be delivered according to section 3 above, the documentation set out in this section 5 shall also be deliverable.

All documentation Deliverables mentioned in this section 5 (including all their constituent parts) shall be delivered as follows:

- 5.1.1 in electronic form on computer readable media (e.g. PDF-format, CD-ROM, DVD-ROM) and in other exchange formats where relevant (e.g. HTML); and
- 5.1.2 in one (1) paper copy.

The draft version of the documentation shall be sent to Lazio Innova's, Regione Lazio's, ASI's and ESA's technical representatives in one (1) electronic copy for approval not later than 2 (two) weeks before the documentation is to be presented.

5.2 Mid Term Report

The Incubatee shall document in detail the status of its technical and commercial progress in relation to the Activity in the Mid Term Report and confirm the feasibility of the Activity. The Mid Term Report shall furthermore contain all invoices relevant to the Third Party Services obtained by the

Incubatee in accordance with Article 4 of this Contract. The Mid Term Report shall be presented by the Incubatee to Lazio Innova at the Mid Term Review. The Incubatee shall submit the presentation of the Mid Term Report to Lazio Innova two (2) weeks in advance of the Mid Term Review meeting.

5.3 Final Report

A report shall be produced by the Incubatee at the end of the Contract Term. It shall be a complete statement of all the work undertaken by the Incubatee during the Contract Term, including the activities functional to the Business Plan ("Final Report"). It shall not refer to any other report that may have been provided by the Incubatee and shall detail the full results of the Activity to include:

- a. lessons learned;
- b. details of the support received from ESA BIC Lazio and/or any other support entity ESA BIC Lazio partners;
- c. contacts established;
- d. description of technical developments;
- e. financial details;
- f. all invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 4 of this Contract.
- g. licences granted and patent filings and applications;
- h. photographic documentation
- i. ... [*further input by required on a case by case basis*]

5.4 Executive Summary to the Final report

The Incubatee shall prepare a summary which shall concisely summarise the findings of the Incubatee in performing the Activity ("Executive Summary"). It shall be suitable for non-experts and should also be appropriate for publication, including on a web page. For this reason, it shall not contain any confidential information. The Executive Summary shall not exceed three (3) to four (4) pages of text with coloured illustrations or photographs, if appropriate. It shall also be delivered to Lazio Innova by the Incubatee in HTML format.

5.5 Business Plan

The Incubatee shall produce a business plan that sets out the Incubatee's expected course of action for next period of the development of the company, including a detailed listing and analysis of risks and uncertainties ("Business Plan"). The Business Plan should also examine the proposed products (including scientific and technical requirements and feasibility), the market, the industry, the management policies, the marketing policies, production needs and financial needs of the Incubatee and may be used as a

prospectus for potential investors and lenders and participation in the Agency's Investment Forum at a later stage.

5.6 Annual Performance Report

The annual performance report shall describe the sales made and/or licences granted by the Incubatee during the preceding twelve (12) months ("Annual Performance Report"). The Incubatee shall submit this to Lazio Innova and to the Agency (according to Article 15 of the contract) in one (1) paper copy and in electronic form on each anniversary of the end of the Contract Term, during 10 years.

5.7 Photographic Documentation

Photographic documentation comprises photographs of events organised by the Contractor and photographs of hardware under manufacture by the Techno-starters showing major progress, as well as of tests and test set-ups. Videos presenting the functioning of hardware/test set-up and relating test activities may also be included in this category.

5.8 Software (including computer programmes)

Copy of the software developed by the Incubatee shall be a deliverable.

The Techno-starters shall provide a demonstration of the software to Lazio Innova's representative including a trailer/movie clip illustrating the use and application of their developed software program for the purpose of THE AGENCY exhibitions.

5.9 Hardware

A prototype or product manufactured by the techno-starter. In case of very high production costs, the techno-starter can keep the original prototype and deliver a mock-up of the prototype. Techno-starters shall however keep the prototype available for lending it to THE AGENCY for exhibitions.

Signature

Incubatee

ADDENDUM 2 - AGENDA FOR MID-TERM REVIEW

1. Welcome/Introduction

2. Elevator pitch

2-3 minutes without slides. *(This is good training and will introduce the company and business idea to potential new audience.)*

3. Progress status tasks/work packages, first phase.

Refer to each task in original proposal, and present the current status of the task/work package. Explain reasons to why tasks have not been completed (if any). Present any new tasks that have been added in this first phase (if any).

Task/Work Package #								
Objectives								
Sub-tasks								
Costs								
<table border="1"><thead><tr><th>Sub-tasks</th><th>Costs (€)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total (€)</td><td> </td></tr></tbody></table>	Sub-tasks	Costs (€)					Total (€)	
Sub-tasks	Costs (€)							
Total (€)								
Output								

4. Planning of tasks/work packages, next phase

Refer to each task in original proposal and present current status or changes, if any. Include overview of additional new tasks (if any).

Task/Work Package #								
Objectives								
Sub-tasks								
Costs								
<table border="1"><thead><tr><th>Sub-tasks</th><th>Costs (€)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total (€)</td><td> </td></tr></tbody></table>	Sub-tasks	Costs (€)					Total (€)	
Sub-tasks	Costs (€)							
Total (€)								
Output								

5. Incubation Planning Overview:

Task/WP	Task Name		Month/Year	Month/Year	Month/Year	Month/Year	Month-Year	Month/Year
1		Planned						
		State			50%			
2		Planned						
		State	33%					
3		Planned						
		State						
4		Planned						
		State			150%			
5		Planned						
		State			100%			
6		Planned						
		State	0%					
7		Planned						
		State	100%					
8		Planned						
		State						

Midterm Review

Final Review

6. Cost Breakdown Overview, first phase:

WP	Task Name	Business Plan Development in €	Third Party Advice in €
1			
2			
3			
4			
5			
6			
7			
8			
<i>Total</i>			

7. Changes in expected Costs, first phase:

WP	Task Name	Expected amount at Midterm Review		Real Costs		Difference in €		Difference in %	
		BPD	TPA	BPD	TPA	BPD	TPA	BPD	TPA
1									
2									
3									
4									
5									
6									
7									
8									
<i>Total</i>									
<i>BPD+TPA</i>									

8. Overview of technical experts

- Expert hours used, this phase
- Experts hours needed, next phase

9. Overview of major challenges/concerns.

10. Other news/updates

Very short, f.ex

- change in team
- financial developments/ additional sources of funding/ investments (personal/subsidy)
- cooperation agreements

11. Proposal of CCN

If any

12. Q&A

ADDENDUM 3

FINAL REPORT TEMPLATE

Template for Final Report (see also 5.3 of Appendix I of the incubation contract). Please use this template also to structure your presentation for the Final Review.

1. Introduction

2. Elevator pitch

2-3 minutes Pitch (This is good training and will introduce the company and business idea to potential new audience.)

3. Lessons learned (5.3.a in annex I.5 of the contract):

4. Details of the support received from (5.3.b in Appendix I of the contract):

Also mention the expert's names, sections and hours used during incubation period

5. Business contacts established (5.3.c in Appendix I of the contract):

6. Progress report on work packages of total incubation period (5.3.d in Appendix I of the contract):

Refer to each task in original proposal, and present the current status of the task/work package. Explain reasons to why tasks have not been completed (if any). Present any new tasks that have been added in this first phase (if any).

Task/Work Package #n	
Objectives	
Sub-tasks	
Costs	
Sub-tasks	Costs (€)
Total (€)	
Output	

7. Incubation Planning Overview (planned and actual):

Task/WP	Task Name		Month/Year	Month/Year	Month/Year	Month/Year	Month-Year	Month/Year
1		Planned						
		State			50%			
2		Planned						
		State	33%					
3		Planned						
		State						
4		Planned						
		State			150%			
5		Planned						
		State		100%				
6		Planned						
		State	0%					
7		Planned						
		State	100%					
n		Planned						
		State						

Midterm Review

Final Review

8. Changes in expected Costs, total incubation period (5.3.e in Appendix I of the contract):

WP	Task Name	Expected amount at Final Review		Real Costs		Difference in €		Difference in %	
		BPD	TPA	BPD	TPA	BPD	TPA	BPD	TPA
1									
2									
3									
4									
5									
6									
7									
8									
	<i>Total</i>								
	<i>BPD+TPA</i>								

9. Overview of major challenges/concerns.

10. Other news/updates

- changes in your team's composition
- financial developments; i.e. secured financing , launching customers, other income
- cooperation agreements

11. Way forward

12. Feedback on ESA Business Incubation support

ANNEX to the Final Report. Please attached to this report also:

- I. An overview and the copies of all invoices relevant to the Third Party Services obtained by the Incubatee (5.3.f in Appendix I of the contract);
- II. An overview and copies of patents, patent filings and/or licences granted (5.3.g in Appendix I of the contract);
- III. Photographic documentation accordance (5.3.h in Appendix I of the contract).

ADDENDUM 4 – LOGO



**business
incubation
centre**

Lazio