

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”)*

Thank you for your interest in ESA BIC Lazio.

The European Space Agency (ESA) together with its Member States supports entrepreneurs with the ambition to exploit space technology or utilise space systems in non-space markets, or become suppliers to the space sector, e.g. by exploiting non-space technology in the space market.

Together with its local partners, ESA manages a network of Business Incubation Centres (ESA BICs) across Europe.

The Technology Transfer is an institutional mission of the Italian Space Agency (ASI).

A Cooperation Agreement between Regione Lazio, ESA and ASI has been approved by Regione Lazio, through D.G.R. n. 258 del 12/05/2020, to foster the transfer of space technology, space systems applications and the incubation programme ESA BIC Lazio for start-ups.

In Italy, Lazio Innova is responsible for managing ESA BIC Lazio. The locations where start-ups can be incubated are in Lazio Region, within the Spazio Attivo innovation hubs network, in particular in Spazio Attivo Roma Tecnopolo, in Rome.

ESA BIC Lazio offers a comprehensive package of support to start-ups selected for incubation, including office accommodation, incentive funding, technical support, business coaching, and legal/IPR advice to the start-ups selected for incubation.

ESA BIC Lazio hereby invites you to submit your application for business incubation. This document provides an introduction to the application and evaluation process and contains references to the templates that should be used when applying.

Please contact ESA BIC Lazio for any further questions.

Introduction: nature and purpose of this Open Call

The purpose of this Open Call for ESA BIC Lazio is to inform about the opportunity for space-related start-ups to become incubated in ESA BIC Lazio for the maximum period of 24 months and to provide the material and guidance needed to apply for incubation.

Selection and evaluation of applications are scheduled periodically, with selection campaigns deadlines published on www.lazioinnova.it.

The Call is permanently open, has no closing date for the submission of applications unless the ESA BIC Lazio has indicated otherwise.

The Call is equally co-financed by Regione Lazio (L.R. 13/2013) and ASI by ARTES 4.0 Programme, Business Applications – Space Solutions Generic Programme Line with a total budget of EURO 1.000.000 (one million).

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 covering direct labour costs. The incentive will amount up to a maximum of EUR 50,000 costs incurred for purpose of prototyping, R&D activities, product development and IPR. As general rule the incentive shall be spent in Italy, exception may be granted if justified on a case-by-case basis. The incentive, for the component financed by Regione Lazio (50%, up to EUR 25,000) is granted under the De Minimis scheme¹.

In addition, a maximum of 80 expert hours for technical support is offered by ESA 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.

This Call explicitly excludes activities promoting, or being related to, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs.

Who can apply

In general, any space-related start-ups not older than five years, or natural persons with the intention to set up a space-related start-up, are welcome to apply for incubation. Applications are only considered from one of the Agency's Member States and Canada².

However, some further criteria apply. These can be found in the Cover Letter Template of the application documents. In particular, note the following.

¹ https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=LEGISSUM%3A0802_2

² https://www.esa.int/About_Us/Corporate_news/Member_States_Cooperating_States

- The application needs to have a valid space connection. In general terms this means that it must be evident that “space” (space technology or a space based service such as satellite communication, navigation or earth observation) is actually needed. Alternatively, it must be evident that the proposed technology or service can actually be used in a space context. In case of doubt, please contact the ESA BIC for further guidance.
- Applicants need to run their start-up at their own risk. In practice this means that more than half of the shares must be owned by the entrepreneur(s) that apply to the ESA BIC Lazio.
- In the case the Applicant is a legal entity, it shall be an SME³.
- In case the application is done by natural persons, these need a permanent working permit in Italy. They are considered to be over eighteen years of age and of sound mind, and therefore able to enter into a binding agreement. The application shall include details about the next status, the intended legal structure, and the shares distribution. An incubation contract can only be signed with a legal entity.
- In the case the Applicant is not a “Start-up Innovativa”, it shall register at the special section of the Italian “Registro delle Imprese” (ref Italian D.L. n. 179/2012, L. n. 221/2012) before the start of incubation in the event of successful application. An incubation contract can only be signed with a “Start-up Innovativa”.
- In any case **at least one of the company’s operational headquarters shall be located in Lazio region**. 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.

How to apply

Please refer to the following templates, which are part of the Open Call documentation:

- Cover Letter including Requirement Checklists
- Business Plan
- Incubation Proposal
- Annexes
- Draft Incubation Contract

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 I to this Open Call.

The ESA BIC Lazio general application requirements are applicable to all ESA BICs Applicants. The specific application requirements are only applicable for incubation in the ESA BIC Lazio. These also have to be followed and fulfilled.

³ Small and medium-sized enterprises (SMEs) are defined in the EU recommendation 2003/361 (https://ec.europa.eu/growth/smes/sme-definition_en)

Make sure to fill in all required sections and pay particular attention to the following:

- instructions inside the documents (highlighted in blue in each template) shall be followed in order to fulfil all pre-conditions of the Open Call and for the application to be accepted;
- please read the Draft Incubation Contract carefully. The Cover Letter shall include **a clear, explicit and unambiguous statement declaring that the applicant has read, understood and accepted the terms and conditions contained in the contractual documentation (this is part of the Cover Letter template)**. Modifications or amendments to the Incubation Contract may only be done in exceptional cases. Please contact the local ESA BIC Manager for guidance;
- make sure the Cover Letter and the Requirement Checklists are signed by either the majority shareholder or by shareholders with a combined ownership in excess of 50%;
- the incubation proposal should include details on how the incentive funding is meant to be spent. Note that, as a general rule, the incentive funding has a ceiling of 50.000,00 EUR. It shall not be used for direct labour costs and it can only be used for prototyping, R&D activities, product development and IPR. Payment of the incentive scheme will be done upon acceptance of the deliverables on the agreed milestones. The incentive cannot be allocated for other expenses than those described in this Open Call. As general rule the incentive shall be spent in Italy, exception may be granted if justified on a case-by-case basis. Please see the Draft Incubation Contract for details.
- Incubation in ESA BIC Lazio may be requested for a maximum of 24 months.

Please submit the documents in electronic form (pdf, maximum three files, one for each required document) to the following e-mail address:

esabic@lazioinnova.it

with subject “ESA BIC Lazio Open Call”.

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

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

- substitute statement of certification, signed by legal representative, including a copy of a valid identification document⁴ (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 the processing of personal data and consent (Annex 3 of Templates);
- substitute declaration for antimafia certificate (Annex 4 of Templates)
- substitute statement of certification of registration at Chamber of Commerce (Annex 5 of Templates);

⁴ The copy of valid identification document shall be included in a separate file.

- copy of last two years balance sheets and/or last submitted income-tax return if applicable; updated accounting statement in the case of absence of last two years of balance sheet;

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

- substitute statement of certification, signed by each applicant, including a copy of a valid identification document⁵ (Annex 6);
- information for the processing of personal data and consent (Annex 3 of Templates), signed by each applicant;
- curriculum/a vitae of the applicant/s, without sensitive data

ESA BIC Lazio will verify the identity of applicants. You are requested to send digital copies of ID document or passport, together with your application.

Any questions related to submission of proposals should be sent to the same e-mail address: esabic@lazioinnova.it

The evaluation procedure

The evaluation of all received applications is managed locally by ESA BIC Lazio and follows common ESA BIC procedures.

Once a published submission deadline has passed, ESA BIC Lazio first assess the formal aspects of applications received before the submission deadline. If a non-compliance of a minor nature is found, the applicant may be asked to address this in an updated proposal within 48 hours. If the proposal is found non-admissible, the applicant will be informed and the reason will be explained. In such a case an applicant is eligible to submit a revised proposal at a later date.

If the application is compliant with the formal requirements, applicants will be invited to hold a presentation to the ESA BIC Lazio evaluation board. The evaluation will typically take place a few weeks after the submission deadline. The evaluation board consists of representatives of ESA BIC Lazio from Lazio Innova, ESA, ASI and other experts. There will also be an opportunity for the evaluation board to ask questions to the applicant.

The application and the presentation will be marked against the criteria in Table I, taking weighting factors into account.

Criteria	Weighting factor
Background and Experience <ul style="list-style-type: none"> • Experience and team composition • Support entities • Vision 	25%
Technology/Service <ul style="list-style-type: none"> • Space Connection • Technical feasibility of the product/service to be developed 	20%

⁵ The copy of valid identification document shall be included in a separate file.

<ul style="list-style-type: none"> • Production development strategy • Intellectual Property strategy 	
<p>Value proposition & Market</p> <ul style="list-style-type: none"> • Value proposition • Market • Competition 	20%
<p>Business Modelling and Risk</p> <ul style="list-style-type: none"> • Revenue model • Finance • Risk 	15%
<p>Activity proposal</p> <ul style="list-style-type: none"> • Quality of the application • Milestones/Cost-planning • Work break-down • Management • ESA BIC investment opportunity 	20%

Table 1: ESA BIC evaluation criteria and weighting factors.

All applicants will be notified in writing about the outcome of the evaluation. The applicant may require, within 10 calendar days from the receipt of the notification, an oral debriefing explaining the reason why the application was successful or not.

ESA BIC Lazio will enter into contract negotiations with successful applicants, taking the comments of the evaluation board into account. ESA BIC Lazio has the right *not* to place a contract if, after three months after the notification to a successful applicant, no contract still has been signed, and this is because of a reason for which the Applicant can be held accountable.

Additionally, ESA BIC Lazio has the right not to place a contract in case the (intended) legal entity presented in the application is different from the actual established and registered legal entity.

Furthermore, we kindly ask you to pay attention to the following.

- Please note that applications will be treated as confidential. However, the applicant's idea may through this application fall into the public domain (e.g. if local laws require so). Therefore, we strongly recommend that the applicant discusses the protection of his/her idea with a dedicated expert in this field prior to application, and – if relevant – takes appropriate steps to protect the idea (e.g. by applying for a patent).
- As far as allowed by law, any title held by the applicant to his/her idea shall remain vested in him/her. An application to ESA BIC Lazio will not result in the acquisition of any title whatsoever to the idea. However, ESA retains a right to use the Intellectual Property in specific cases. Please read the detailed conditions described under the section "Use of Intellectual Property Rights" in the Draft Incubation Contract.
- No expenses incurred in either stage of the application procedure will be reimbursed to the applicant by ESA BIC Lazio, ESA and/or any third party.
- This Open Call does not impose any obligation upon ESA BIC Lazio to enter into negotiations with any not selected applicant.

- ESA BIC Lazio is 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.

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 Marco Forcella of Rome registered to the Agenzia delle Entrate 1 on 6.11.2020, n 25785 series 1T (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;
- M. the Agency has chosen to implement and manage the ESA BIC Lazio through ESA contract with Lazio Innova;

- N. WHEREAS the Incubatee wishes to participate in the ESA BIC Lazio and benefit from the assistance which may be offered to it through the provisions of this Contract.
- 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. 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 on 04 of August 2020;
- R. the Incubatee took part in the ESA BIC selection campaign N° with tender evaluation board (TEB) held on ggth mm aaaa and he was admitted to participate in the ESA BIC Lazio incubation programme;
- S. 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;
- T. Lazio Innova has generated COR N° (Univocal Code issued by the National Register of State Aid as a result of the registration of the Individual Aid) and the Unique Project Code N° has been assigned to the project;

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.

“Incubator” means a company providing business development support and office accommodation to start-up companies.

“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.

“Cost Report” 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 Agency's Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Appendix 3

2.2.3 The Minutes of the negotiation meeting held on the, **not attached hereto but known to both parties;**

2.2.4 The Incubatee's Business Activity Proposal ref XXXX_XXXX, dated ggth mm 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 shall receive from the incubatee a copy of the software in source code form, it being understood that THE AGENCY shall keep the source code under confidentiality provisions, for purposes of auditing only.

(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, Lazio Innova, the Agency and ASI are entitled to request the Incubatee to loan the hardware to the incubator and/or the Agency for the purposes of displaying it in an exhibition or for Lazio Innova's and/or the Agency's 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.

b) 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 Incubator and/or the Agency upon request of the Incubator or the Agency

4.2.3 Outputs of tasks implementation

All the outputs reported in the above mentioned Business Activity Proposal ref. _____, 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 event that during negotiation between the Incubatee and the technical expertise entity concerning the technical development the loan of any equipment is envisaged, all conditions will then be defined in the related meeting minutes.

5.3 Software

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

In the event that during negotiation between the Incubatee and the technical expertise entity concerning the technical development the loan of any equipment is envisaged, all conditions will then be defined in the related meeting minutes.

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 million/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 shall enter into force upon signature by the legal representatives of both Parties (“Commencement Date”) and shall continue in force until (“Contract End Date”), unless it is cancelled or otherwise terminated in accordance with Article 26. 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, R&D activities, product/service development and IPR, with no direct labour costs.

As general rule the incentive shall be spent in Italy, exception may be granted if justified on a case-by-case basis. The incentive, for the component financed by Regione Lazio (50%, up to EUR 25,000) is granted under the De Minimis scheme.

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.

15.1.2.1 At the end of the Contract Term the incubate shall deliver a cost report, detailing all costs incurred, with all invoices attached.

15.1.2.2 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 Progress Payments

(a) Lazio Innova shall 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) 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 26.

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 of the Cost Report;
- b) 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
- c) certification by Lazio Innova of the satisfactory completion of the Activity under this Contract.

15.4.3 Unless otherwise provided for in this Contract, a period of six (6) months shall be granted to for the execution of the final payment

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

MILESTONE DESCRIPTION	PERIOD OF SCHEDULE DATES	AMOUNT IN EURO
ADVANCE: After contract signature, the incubatee can ask for a first advanced payment to be spent for preliminary costs agreed with Lazio Innova	Between M1 and M12	Up to 20.000

PROGRESS: upon acceptance by Lazio Innova, ASI and ESA Board, of the deliverables due on Mid Term Review	Between M13 and M24	Up to 40.000 minus Advance payments received
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	After successful Final Review Meeting	Up to 50.000 or finally certified firm total fixed price minus Advance and Progress payments received

No amount planned in each milestone may be provided if the incubatee does not give proof of the total receipts for payment made for expenses incurred for the previous already received payments. In addition, for the final payment, the Incubatee shall give proof of the total receipts for payment made for expenses incurred along all the incubation period.

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. 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 1 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 Alumnus 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:

https://www.esa.int/Applications/Telecommunications_Integrated_Applications/Space_solutions/ESA_space_solutions_trademark_Product_Usage

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 if following evaluation, said proposal is not recommended in line with the ESA Rules and Regulations, the Agency shall be 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 ARTES programmes, with the right to grant sub-licenses.

Notwithstanding the above provisions of this Sub-Clause, should the Incubatee provide the Agency with conclusive evidence that granting the 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, of the Incubation Contract, to an assignee the Incubatee shall ensure that 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 the Agency technical representatives, 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:

Mr Roberto Cossu

ESA - European Centre for Space Applications and Telecommunications

Fermi Avenue, Harwell Science & Innovation Campus - Didcot, Oxfordshire OX11

0FD, United Kingdom;

roberto.cossu@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 Article 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;
- if the Incubatee becomes insolvent or if his financial position is such that within the framework of his national law, legal action leading towards bankruptcy may be taken against him by his creditors;
- if the Incubatee resorts to fraudulent practices in connection with the Contract, especially by deceit concerning the nature, quality or quantity of the supplies, and the methods of processes of manufacture employed or by the giving or offering of gifts or remuneration for the purpose of bribery to any person in the employ of ESA BIC Lazio or acting on its behalf, irrespective of whether such bribes or remuneration are made on the initiative of Incubatee or otherwise.

Consequences of Termination

Any information, in documentary or other physical form, pertaining to the Activity carried out by the Incubatee during the Contract Term, remains the property of ESA BIC and shall be handed over to ESA BIC upon the expiry or termination of this Contract. This shall include:

- (a) any information and documentation under Article 3.1;
- (b) any equipment under Article 3.2;
- (c) any software under Article 3.3.

The Incubatee shall deliver to ESA BIC all documentation that would have been needed for the Final Settlement had the Incubatee completed the Activity in full (see Article 8.3), and the Incubatee agrees to reimburse to ESA BIC any amount that would not be found acceptable for the Final settlement had the Contract not been prematurely terminated.

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.

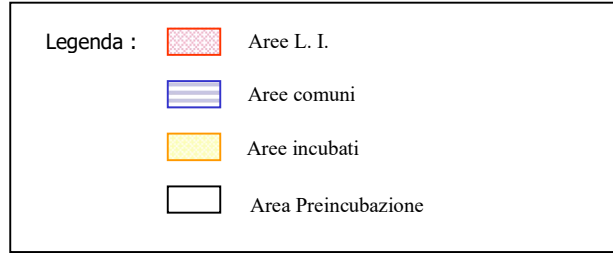
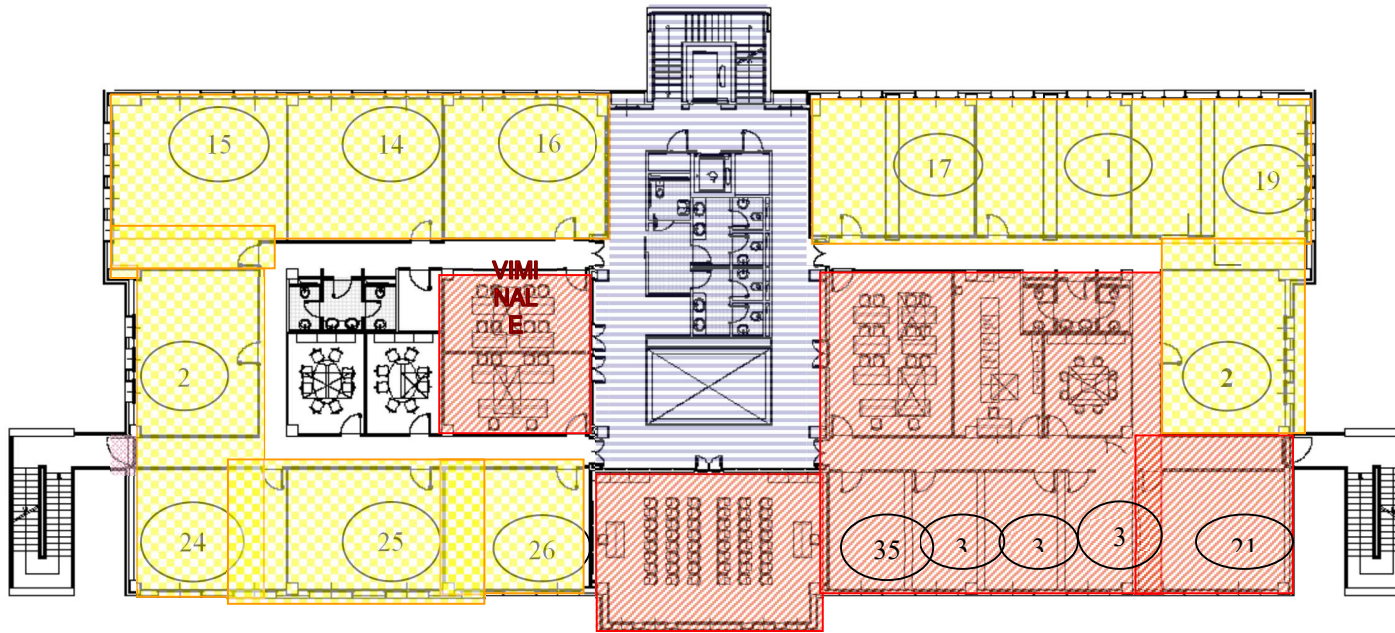
The Incubatee

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ATTACHMENT 1

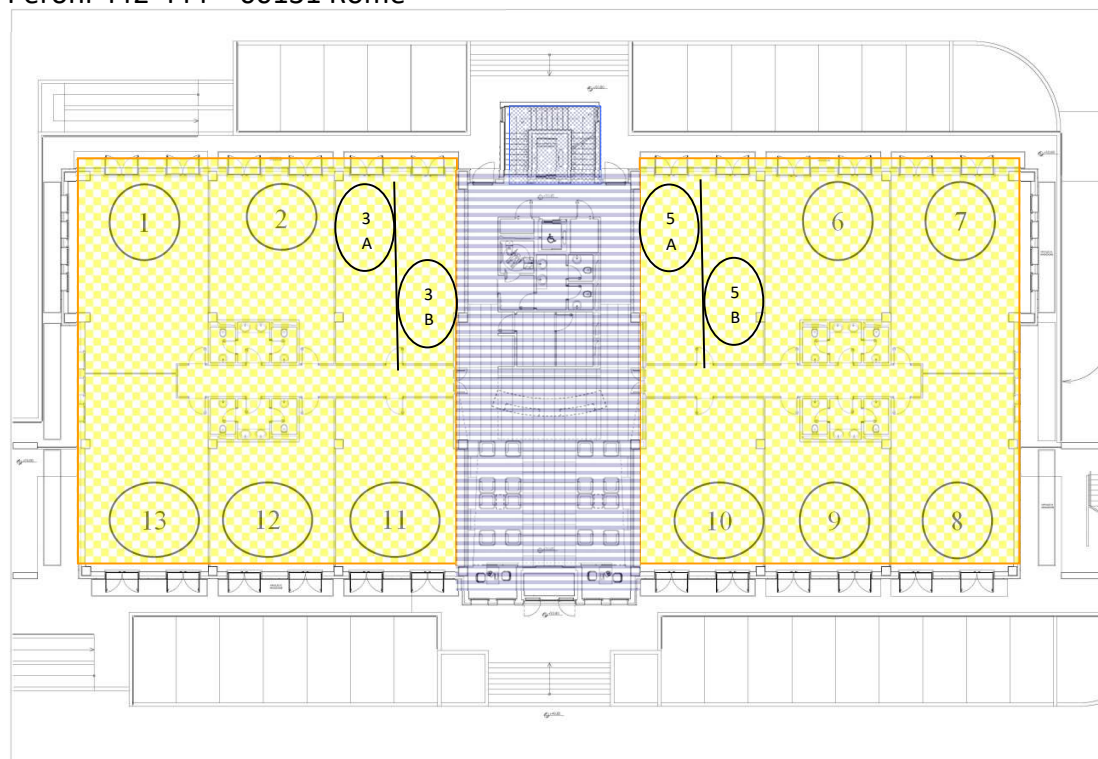
First floor map Spazio Attivo Roma Tecnopolo
Via Giacomo Peroni 442-444 – 00131 Rome





Ground floor map

Spazio Attivo Roma Tecnopolo

Via Giacomo Peroni 442-444 – 00131 Rome



Legenda :

-  Common area
-  Incubatees offices

APPENDIX 1)

INFORMATION FOR THE PROCESSING OF PERSONAL DATA AND CONSENT

Pursuant to articles Ex 13 and 14 of Regulation (EU) 2016/679 of the European Parliament and of the Council (hereinafter "Regulation" or "GDPR"), **Lazio Innova Spa**, a company limited by Italian law with registered office in Rome, Via Marco Aurelio 26 A (hereinafter "**Lazio Innova**"), PI and C.F. 05950941004, e-mail: info@lazioinnova.it, telephone: 06 / 60.51.60; as data controller (hereafter "**Owner**") provides you with the following information in relation to the processing of your personal data (hereafter "**Personal Data**") for the application for the ESA BIC Lazio Open Call.

The data protection officer ("**DPO**") is Dr. Francesco D'Ambrosio 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;
- 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 without sensitive data, social media channels, blog, IBAN in the case of successful application.

These data are provided by the contact person or the proposer when completing the Application form for Incubation or through subsequent additions or they are acquired directly by the owner during the selection and incubation process.

Purpose and legal basis of the processing

Personal data will be processed exclusively for the following purposes:

- a) evaluation of the applications / requests submitted in order to participate in the Project;
- b) management of participation in the Project in the event of a successful application;

- c) fulfillment of the obligations deriving from any agreements/contracts stipulated for participation in the Project in the event of a successful application;
- d) 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);
- e) communication of promotional initiatives for meetings with other companies and networking events;
- f) 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;
- g) press office actions (interviews, invitations to events and others);
- h) 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;
- i) data retention.

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

- **execution of a contract** (purposes from a) to c)). 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 from d) to h)). 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 i)). 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 selection process and contractual relationship;
- after the termination of the contractual relationship, for a further five-year period, in order to promote its business activity and to ascertain, exercise or defend a right in court.
- after the end of the evaluation procedure, in the event of a negative evaluation, your data will be stored for a further period of three years, in order to allow the Data Controller to ascertain, exercise or defend a right in court. In the event of a successful evaluation of your application and subsequent signing of a service contract service the aforementioned five-year retention period will start from the termination of the contractual relationship established.

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:

- Evaluation Board's Members;
- 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 used by Lazio Innova for the purpose of fulfilling the obligations related to the contract / agreement / service;
- 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, only with the prior statement of your consent.

Transfer of your data abroad

As a general rule, your personal data are not transferred to non-EU countries. In special cases, in the presence of specific initiatives and / or offers, extra-EU data transfer may be required. In these cases the transfer will take place exclusively in the presence of an adequate legal basis. In the absence of any other legal basis, Lazio Innova will promptly contact you for the release of consent.

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 ESA BIC Lazio 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:

- 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); (point d)

Place date and signature _____

- communication of promotional initiatives for meetings with other companies and networking events; (point e)

Place date and signature _____

- 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; (point f)

Place date and signature _____

- press office actions (interviews, invitations to events and others); (point g)

Place date and signature _____

- 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; (point h)

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

.....

APPENDIX 3

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 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 (“spin-off”) or using non space technology for proposing products and services for the space sector (spin-in”). 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 shall be addressed to’s representatives nominated in Article 9.3 of this Contract.

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’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’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’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’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 may be requested either by or the Incubatee.

4.4 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to is given at least two (2) weeks in advance of when’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) as agreed by, 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’s technical representative in one (1) electronic copy for approval not later than two (2) 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 at the Mid Term Review. The Incubatee shall submit the presentation of the Mid Term Report to 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 and/or any other support entity ESA BIC partners;
- (c) contacts established;
- (a) description of technical developments;
- (b) financial details;
- (c) 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 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 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 Start-ups 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 Start-ups shall provide a demonstration of the software to’s representative including a trailer/movie clip illustrating the use and application of their developed software program for the purpose of ESA exhibitions.

5.9 Hardware

A prototype or product manufactured by the start-up. In case of very high production costs, the start-up can keep the original prototype and deliver a mock-up of the prototype. Start-ups shall however keep the prototype available for lending it to ESA for exhibitions.

Signature

Incubatee

APPENDIX 4
AGENDA FOR MIDTERM 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	
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	
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			
Total			

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									
Total									
BPD+TPA									

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

APPENDIX 5
FINAL REPORT TEMPLATE

Template for Final Report (see also 5.3 of Appendix 1 of the incubation contract).

Please use this template also to structure you presentation for the Final Review.

Please use this template also to structure you 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;

4. Details of the support received from the Agency;

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

5. Business contacts established

6. Progress report on work packages of total incubation period;

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* final)

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. Cost Breakdown Overview, total:

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

8. Changes in expected Costs, total incubation period;

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									
	Total								
	BPD+TPA								

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;
- II. An overview and copies of patents, patent filings and/or licences granted;
- III. Photographic documentation accordance.

APPENDIX 6 – LOGO



**business
incubation
centre**

Lazio