

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.

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

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

- 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.

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

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.

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 start the application procedure through the dedicated page at the following link:

<https://www.lazioinnova.it/innovazione-aperta/iniziativa/esa-bic-lazio/>

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);

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

- substitute statement of certification of registration at Chamber of Commerce (Annex 4 of Templates);
- substitute declaration for antimafia certificate (Annex 5 of Templates)
- 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	25%

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

<ul style="list-style-type: none"> • Vision 	
Technology/Service <ul style="list-style-type: none"> • Space Connection • Technical feasibility of the product/service to be developed • Production development strategy • Intellectual Property strategy 	20%
Value proposition & Market <ul style="list-style-type: none"> • Value proposition • Market • Competition 	20%
Business Modelling and Risk <ul style="list-style-type: none"> • Revenue model • Finance • Risk 	15%
Activity proposal <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.

DRAFT 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, acting at request of the European Space Agency and managing ESA Business Incubation Centre Lazio ,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 10.06.2021, n. 16717 series IT (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. as part of the technology transfer commercialisation 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 or systems for such general 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").
- J. the Agency has chosen to implement and manage the ESA BIC Lazio through ESA contract;
- K. the ESA BIC Lazio is partly funded by the European Space Agency.
- L. 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;
- M. the Agenzia Spaziale Italiana (ASI) is the Italian national space agency ruled by the governmental decree n. 128/2003;
- N. 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;
- O. 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;

- P. 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;
- Q. 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;
- R. 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 – 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 programme, 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;
- “Agency’s Own Requirements” shall mean the activities and programmes undertaken by the Agency in the field of space research and technology and space applications in accordance with Article V 1(a) and (b) of the European Space Agency Convention;
- “Alumni” shall mean a company which has successfully completed an incubation at ESA BIC;
- “Annual Performance Report” shall have the meaning set out in Appendix 3, section 4.1.5;

- “Business Plan” shall have the meaning set out in Appendix 3, section 4.1.4;
- “Incubator” means a company providing business development support and office accommodation to Incubatees;
- “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 established in writing between the Incubator and the Incubatee regulating the Activity;
- “Contract End Date” shall mean the date on which 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 report detailing all costs incurred in relation to the Activity, to be submitted by the Incubatee to the Incubator;
- “Deliverables” shall have the meaning set out in Article 4;
- “Disclosing Party” shall mean the Party disclosing Proprietary Information.
- “Equipment” shall have the meaning set out in Article 5.4;
- “ESA BIC Lazio” shall mean the business incubator contracted by ESA to manage ESA BIC Lazio;

- “ESA BIC Lazio logo” shall mean the logo provided by ESA to be used by ESA BIC country/location and based on <https://brand.esa.int/assets/esa-space-solutions-logo-applications/>;
- “ESA BIC Partner” shall mean an entity that is working together with the ESA BIC to support the activities described under the Agency’s Statement of Work;
- “Executive Summary” shall have the meaning set out in Appendix 3, section 4.1.3.
- “Final Report” shall mean the document presenting all the Activity undertaken by the Incubatee during the Contract Term, as further defined in Appendix 3, section 4.1.2.
- “Force Majeure” shall mean an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.
- “Incentive” shall mean a cash contribution to the Incubatee paid by the Incubator out of which 50% is nominally provided by the European Space Agency (“ESA”) and 50% by the local Government of Regione Lazio. The Agency’s part of the incentive is considered as payment for procurement according to the conditions set out in this Contract and there shall be no requirement for the Incubatee to pay back the received Agency’s part of the incentive to the Incubator as long as corresponding expenses are eligible; Regione Lazio’s part of the incentive is considered as “State Aid” as reported in Article 17;
- “Incubatee” shall mean 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”) and which signed an incubation contract with ESA BIC Lazio;

- “Intellectual Property Rights” shall mean all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action 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;
- “Participating States” shall mean a Member or non-Member State participating in a given European Space Agency programme according to Article V.1 (a) and (b) of the European Space Agency Convention;
- “Participating State’s Own Public Requirements” shall mean a public programme in the field of space research and technology and their space applications fully funded or funded to a substantial extent by the Participating State;
- “Proprietary Information” shall have the meaning set out in Article 27.2;
- “Receiving Party” shall mean the Party receiving Proprietary Information;
- “Registered Intellectual Property Rights” shall mean all rights granted by law through registration with an authority or office (whether actually registered or in the form of applications) including all registered patents, utility models, designs, topography rights, domain names and trade-marks or equivalent rights and rights of action anywhere in the world;
- “Technical Support” shall have the meaning set out in Article 5.2;

- “Third Party” shall mean a natural or legal person other than the Parties to this Contract;
- “Third Party Services” shall have the meaning set out in Article 6;

Article 3 – Subject of the Contract, Applicable Documents

3.1 Subject of the Contract

During the Contract Term, the Incubatee undertakes to perform the Activity of the proposal “[TITLE]” and the Incubator undertakes to provide incubation support services and to provide up to the maximum Incentive Amount identified under Article 16.1.1.

3.2 Applicable documents

The Activity and the Incubator’s support shall be performed in accordance with the following applicable documents listed hereunder in order of precedence, in case of conflict:

- a) This Incubation Contract including the Mid-Term Report, Business Plan and the Final Report templates;
- b) The Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Appendix 3 hereto;
- c) The Minutes of the negotiation meeting held on the, reference; not attached hereto but known to both Parties;
- d) The Incubatee’s Business Activity Proposal ref....., dated, version, not attached hereto but known to both Parties.

The latest updated version of the Mid-Term Report, Business Plan and the Final Report templates will be made available by the Incubator to the Incubatee. The Parties agree that any change regarding these templates will not require a Contract Change Notice.

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 least two (2) weeks in advance of the Mid Term Review meeting, the Incubatee shall deliver the “Mid Term Report”. This report shall describe the work carried out so far by the Incubatee under the Contract.

The key content of the Mid Term Report shall be presented by the Incubatee to the Incubator at the Mid Term Review.

4.1.2 Final Report and Executive Summary

At least one (1) month prior to the Incubation End Date, the Incubatee shall deliver the draft versions of the Final Report and the Executive Summary using the Final Report template applicable to this Contract.

The Incubator shall review the draft version of the Final Report and the Executive Summary and provide comments to the Incubatee at latest two (2) weeks before the Incubation End Date.

The Executive Summary shall not contain any Proprietary Information. It may be used by the Incubator and the Agency for promotional purposes.

The key content of the Final Report and the Executive Summary shall be presented by the Incubatee to the Incubator at the Final Review.

The final versions of the Final Report and the Executive Summary shall be delivered by the Incubatee at the latest at the Incubation End Date.

4.1.3 Business Plan

The Business Plan shall be delivered at least one (1) month prior to the Incubation End Date.

The key content of the Business Plan shall be presented at the Final Review.

4.2 Other Deliverables

As part of the Incentive Scheme, the Incubatee shall deliver to the Incubator, not later than at the Contract End Date or upon termination of this Contract, a proof of the developed product or service. The Incubator may then deliver to or share this with the European Space Agency.

The Incubator and the Agency will use these deliverables for communication, dissemination and publicity purposes, and for verifying correct use of the incentive.

4.2.1 Software

The Incubatee shall deliver a copy of the software or a demonstrator, if any of the above has been developed under the Contract. This may be a sample version of the application. If this is not feasible, and subject to approval by the Incubator, a video with a live demonstration of the software and its functionalities shall be delivered.

In the event the Agency or any of its Participating States require to use the software developed under this Contract for its/their Own Requirements, the Incubatee shall provide the appropriate licence. The terms and conditions of such licence shall be agreed beforehand between the Agency or its Participating States and the Incubatee. For the sake of understanding, the relevant provisions of Article 12 below shall apply.

4.2.2 Hardware

a) The Incubatee shall deliver a product/a prototype of the hardware, or alternatively a demonstrator, if any of the above has been developed under the Contract.

If this is not feasible, e.g. because of high production costs or the characteristics of the hardware, and is subject to approval by the Incubator, the Incubatee may instead deliver a mock-up or a video with live demonstration of the hardware in action, developed under this Contract. The Incubatee shall, however, keep the prototype for the specific use described under 4.2.2 b).

b) The Incubator and/or the Agency via the Incubator shall have the right to loan any hardware developed by the Incubatee under this Contract, for the purposes of displaying it in an

exhibition or for the Incubator and/or the Agency's promotional purposes. This right shall expire five (5) years from the end of the Contract Term or from termination of this Contract, unless otherwise agreed in writing by the Parties.

4.2.3 Photographs, Video demonstrations

Not later than at the Final Review, the Incubatee shall deliver photographs and video demonstrations of the work performed under this Contract to the Incubator.

Such photographs and video demonstrations shall not contain any Proprietary Information and may be used by the Incubator and the Agency for promotion only.

Article 5 – ESA BIC Lazio s undertakings

The ESA BIC Lazio undertakings under this Contract include incubation support services to the Incubatee and at the Incubatee's request, according to the following terms:

5.1 Facility 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;
- additional services (reception desk activities, mail distribution, security, ordinary and extraordinary maintenance, and cleaning of common premises);

5.2 Technical Support

- a minimum of 80 hours of technical support provided by ESA, necessary for, and directly related to the Activity (referred to as "Technical Support") shall be available to the Incubatee.
- The Technical Support shall be available to the Incubatee for the duration of the Contract Term, unless a shorter period is agreed between the Parties.

- Any information in documentary or other physical form provided to the Incubatee as part of the Technical Support shall remain the property of the Incubator and shall be returned to the Incubator at the end of the Contract Term or upon the termination of this Contract.
- For all matters relating to the Technical Support the responsible person is the Agency representative for technical matters;

5.3 Business Coaching

A minimum of 50 hours of business coaching necessary for, and directly related to the Activity shall be available to the Incubatee.

5.4 Equipment

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

5.5 Software

It is not foreseen that the Incubator or the Agency via the Incubator will licence the Incubatee any software.

Article 6 - Services to be provided by third parties

The Incubatee shall notify the Incubator when entering into agreements with Third Parties to obtain specific advice/product relevant to the Activity ("Third Party Services"). The Incubator shall bear no responsibility for such advice or product.

For the purposes of this Article it is hereby understood that the Incentive Scheme funding identified in Article 16.1 shall be spent in Italy unless the product/service is not available in such territory or only available at significantly higher price.

Spending of the Incentive Amount outside Italy requires prior approval by the Incubator.

Article 7 – Incubator opening hours

Lazio Innova staff is available to provide the service referred to in Article 5 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 08:30 am to 09:00 pm, excluding all the local and national holidays; any changes will be communicated to the Incubatee with adequate notice.

Article 8 – Terms for the Enjoyment of Services

The Incubatee expressly agrees to:

- 1) Make use of the services under Article 5 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 9 - 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 10 – 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 11 – 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 18;
- 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 12 – 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 13– 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 14 – Contract term

This Contract shall enter into force upon signature by the legal representatives of both Parties (“Commencement Date”) and shall continue in force until the Contract End Date, unless it is

terminated in accordance with Article 30. In no case shall the Contract Term exceed the duration of two (2) years.

The Incubatee may only ask Lazio Innova for extending the duration of the contract for additional one year, as Alumnus of the ESA BIC Lazio Programme and according to the rules and price 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 15 – Meetings and reporting requirements

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

Article 16 – Financial contribution and payment

16.1. Financial Contribution

16.1.1 The maximum financial contribution payable by the Incubator to the Incubatee during performance of the Activity amounts to:

50,000 EUR (Fifty Thousand EURO) and is hereinafter also referred to as the “Incentive Amount”.

The type price of the Incentive Amount is a ceiling price.

The Incentive Amount, provided by the ESA BIC Lazio, can only be used by the Incubatee for expenses with third parties related to for prototyping, R&D activities, product/service development and IPRs.

16.1.2 At the end of the Contract Term, the Incubatee shall deliver a cost report, detailing all costs actually incurred, with all invoices and requested attached documents. If the Incubatee's allowable costs actually incurred under the Contract are lower than the Incentive Amount identified in Article 16.1.1. above, then the Incentive Amount shall be reduced accordingly.

16.1.3 The Incubatee is not authorised to use part or the total of the Incentive Amount for reimbursement of its own manpower hours spent on the Activity.

16.1.4 The Incentive Amount does not include any taxes and duties and cannot be used to pay for taxes or duties.

16.2 Payment Terms

(a) Payments shall be made by the Incubator of the documents listed and fulfilment of the requirements as specified in the Payment Plan in Article 16.3 below.

(b) Progress payments shall not be considered as final payments. Progress payments will be deducted from the total price under this Contract.

(c) The Incubatee shall use the Incentive Scheme only for the purposes specified in this Contract, unless a deviation has been specifically and formally agreed with the Incubator. In the event of any violation of this provision the Incubator reserves the right to require the return of the progress payments without prejudice to its rights.

16.3 Requirements for invoices being regarded as due:

Progress Payment

The Incubatee is allowed to claim the Progress Payment after provision of:

- Documentation evidencing the actual achievement of the milestone(s) as defined in the Payment Plan specified hereunder;
- Invoice(s) covering the purchase of licences and/or the costs of product development.

Final Settlement

(a) The Incubatee is allowed to claim the Final Settlement after fulfilment of all its obligations due under this Contract.

(b) The Final Settlement to the Incubatee is due upon:

1. receipt and acceptance by the Incubator of the Cost Report;
2. receipt and acceptance by the Incubator of all relevant invoice(s) from the Incubatee with a clear indication of all the invoices already paid from the funding provided under this Contract; and
3. confirmation by the Incubator of the satisfactory completion of the Activity and acceptance by the Incubator of all related deliverables due under the Contract.

16.4 The Incubator shall make the following payments:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO
PROGRESS I: Upon signature of the Incubation Contract by both parties and Incubatee's registration in relevant ESA systems.	Between M1 and M12	Up to 20.000
PROGRESS II: Upon successful Mid Term Review and acceptance by the Incubator of the MTR report and all related deliverables.	After successful Midterm Review Meeting Between M13 and M24	Up to 40.000 minus Advance payments received
FINAL SETTLEMENT: Upon successful Final Review, acceptance by the	After successful Final Review Meeting	Up to 50.000 or finally certified firm total fixed costs minus Advance and Progress payments received

Incubator of all deliverables due under the Contract and fulfilment of all contractual obligations by the Incubatee under the Contract.		
TOTAL		Maximum 50,000 EUR

16.5 Payment implementation conditions

16.5.1 The payments shall be made by the Incubator in EURO to the account specified by the Incubatee. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code).

16.5.2 Any special charges related to the execution of payments will be borne by the Incubatee.

Article 17 – De minimis aid

17.1 Any aid granted to the Incubatee that originates from local Government of Regione Lazio [up to 25.000 EUR] and that is provided under this Contract to the Incubatee by ESA BIC Lazio, falls under the terms of the Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid and is considered as State Aid under the Treaty.

17.2 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”).

17.3 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 above reported EC Regulation concerning the de minimis aid.

Article 18 - Publicity and visual identity of incubatee

18.1 Publicity

18.1.1 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.

18.1.2 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.

18.2 Visual Identity of the Incubatee

18.2.1 The Incubatee may place the ESA BIC Lazio logo and if so desired the following text line, in full and without amendment (hereinafter referred to as the "Text Line"), on its promotional materials and publicity documents, including exhibition and conference materials and its internet site. The logo shall be linked to [indicate the website of ESA BIC Lazio and it shall be clearly stated that the Incubatee is incubated under an ESA BIC programme.

"[name of the Incubatee] is participating in the ESA Business Incubation Centre Lazio" is referred to as the Text Line to be used in connection with the ESA BIC Lazio logo.

Use of the ESA BIC Lazio logo and Text Line by the Incubatee shall also be subject to the following additional conditions:

- (a) the Incubatee shall submit to the Incubator for prior written approval all promotional materials 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 the discretion of the Incubator;
- (b) the prior approval of the Incubator for the use of the ESA BIC Lazio 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 the Incubator of the compatibility of materials produced by the Incubatee with applicable law and regulations; the Incubatee shall refrain from using any statements which could suggest otherwise;
- (c) any use of the ESA BIC Lazio 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 Incubator; and
- (e) no use of the ESA BIC Lazio 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, ESA BICs or ESA BIC Lazio; and
 - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

18.2.2 The Incubatee shall keep appropriate records of the extent of its use of the ESA BIC Lazio logo and Text Line, stating in particular the nature of use of the ESA BIC Lazio logo and Text Line on its material, products and documentation. The Incubatee shall provide the Incubator with information and documents to evidence such use.

18.2.3 The use by the Incubatee of the ESA BIC Lazio logo and Text Line shall terminate upon the termination or expiry of this Contract as described in Article 16, unless otherwise specified in writing by the Incubator and the Agency and according to the provisions contained in this Contract.

18.2.4 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 the Incubator for any purpose whatsoever, unless otherwise stated in this Article.

18.2.5 Alumni are allowed to use the following Text Line, together with the ESA BIC Lazio logo.

Possible uses include their marketing materials, exhibition and conference materials (including their internet site), as long as the logo is linked to the website of ESA BIC Lazio.

Alumni identify themselves as “Alumnus” under ESA BIC program.

The Agency may withdraw the right to use the text line at any time for any reason.

“[name of the Incubatee] is an Alumnus of ESA Business Incubation Centre Lazio.” is referred to as the Alumni Text Line together with the ESA BIC Lazio logo.

18.2.6 Alumni using the Alumni Text Line have the obligation to report its use on a yearly basis to the Incubator.

Article 19 – Intellectual property

19.1 Ownership of Intellectual Property Rights

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.

19.2 Use of Intellectual Property Rights by the Agency

19.2.1 The Agency has the right to use non-Proprietary Information included in the deliverables under the Contract, for communication, dissemination and publicity purposes, on a royalty-free, non-exclusive and irrevocable licence under the following conditions:

19.2.1.1 the use is strictly for the Agency's Own Requirements, in particular making the Incubatee's deliverables containing the non-Proprietary Intellectual Property Rights available to employees and/or contractors working at the Agency, copying or reproducing them in whole or in part, in unlimited numbers,

19.2.1.2 for public dissemination, in particular, publication as hard copies and in electronic or digital format, publication on the internet including social networks, public display or presentation, communicating through press information services, or inclusion in widely accessible databases.

To this extent, the Incubatee shall identify which deliverables or part thereof contain Proprietary Information, on which the Agency shall not have any licence right.

19.2.2 The Agency has the right to sub-license to Third Parties its access and use rights to the Incubatee's non-Proprietary Intellectual Property Rights developed under the Contract as set out in Article 19.2.1 only for the information, communication and publicity activity of the Agency, if needed.

19.3 The Incubatee must ensure that it complies with its obligations under this Contract, in particular by obtaining the necessary licences and authorisations from Third Party(ies) rights, if results of the Activity are subject to any Third Party(ies) rights.

19.4 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 19.1, to an assignee, the Incubatee shall ensure that the Agency's rights, as set out in Article 19.2 of this Contract, are reassigned to the new assignee.

19.5 Transfer of Intellectual Property Rights outside the ESA Member States

The Incubatee shall inform the technical representative of the Incubator well in advance of its intention to transfer outside the Agency's Member States any Intellectual Property Rights arising from this Contract.

Article 20 - 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 21 – Penalties

Should the Incubatee not release the previously available space in the terms stated in the above Article 14, 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 22- 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 23 – Monitoring

23.1 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;

23.2 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;

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

Article 24 – Changes to this contract

24.1 Introduction of a Change

24.1.1 For all changes to this Contract, whether requested by the Incubator or initiated by the Incubatee, the Incubatee shall submit a proposal for a Contract Change Notice (“CCN”).

24.1.2 The Incubatee shall ensure - in liaison with the Incubator- that each CCN proposal is fully coordinated and that all reasonably foreseeable implications of the change have been

considered by the Incubatee and the Incubator. The Incubatee shall, on the request of the Incubator, provide additional documentary evidence of the effect of the change to both Parties.

24.2 Approval or Rejection of the CCN Proposal

24.2.1 Should the CCN proposal be approved by the Incubator, a corresponding CCN shall be prepared by the Incubator's representative for contractual matters identified in Article 8.3 b), and shall be submitted to both Parties for signature.

24.2.2 Should the CCN proposal be rejected for any reason by the Incubator, 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.

24.3 Implementation and Status of an approved CCN

Upon signature of the CCN by both Parties, the CCN will have immediate effect and will constitute a binding contractual agreement between the Parties. The CCN will serve as an applicable document to this Contract.

Article 25 – Post incubation reporting

On each anniversary of the end of the Contract Term, during 10 years, subject to losing the right to use the ESA BIC Lazio or Text Line if non-compliant, the Incubatee shall prepare and submit an Annual Performance Report to the representative for technical matters of the ESA BIC Lazio, as well as to the Agency following the provisions of Appendix 3, section 4.1.5.

Article 26 – General Conditions of Execution

The Incubatee shall, in accordance with the Agency's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the

Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly.

The Agency's Policy on the Prevention, Detection and Investigation of Fraud is available at:
<https://esastar-publication.sso.esa.int/supportingDocumentation>

Article 27 - Confidentiality

27.1 Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party shall ensure compliance by its employees and agents with the obligations of confidence set out in this Article and assumed by that Party in relation to the other Party.

27.2 Neither Party shall disclose any documentation, information or materials obtained from the other Party, whether marked or un-marked ("Proprietary Information"), to any Third Party whatsoever without the prior written consent of the other Party in which case the other Party may require the recipient to sign a non-disclosure agreement. For the purposes of the present Article, documentation shall include any final documentation deliverable under this Contract with the exception of the Executive Summary.

27.3 Each Party may disclose Proprietary Information on a strictly "need to know" basis to:

- its employees;
- its professional agents;
- ESA BIC Lazio partners

as long as they have signed an engagement of confidentiality.

27.4 The Incubatee agrees that the Agency may use, copy or disseminate general information related to the Incubatee's company (e.g. name, address, etc.) and its Activity for the Agency's

Own Requirements, unless such information is marked as “Proprietary Information”, in which case the provisions under Article 27.2 shall apply,

27.5 On the Contract End Date, or upon an earlier termination of this Contract in accordance with Article 29, the Receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Proprietary Information, with exception of the Deliverables provided by the Incubatee to the Incubator.

27.6 The obligations in this Article shall not apply to Proprietary Information:

- which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Contract;
- for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and bona fide obtained thereafter by the Receiving Party from a Third Party who, to the knowledge or reasonable belief of the Receiving Party, did not receive the Proprietary Information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
- which, at the time of circulation is already known by the Receiving Party (as evidence in writing) and is not hindered by any obligation not to circulate; or
- which is required to be circulated by governmental or judicial order or applicable law.

27.7 The contents of this Contract are Proprietary Information.

27.8 The obligations set out in this Article shall survive the termination or expiry of this Contract.

Article 28 – Liability

28.1 Limitations of Liability

28.1.1 Neither Party can exclude its liability to the other Party for:

- (a) death or personal injury caused by negligence or careless conduct by a Party or those of its employees or agents;
- (b) fraud, including fraudulent misrepresentations; and
- (c) liability as provided for under Articles 19 and/or 27 of this Contract.

28.1.2 Subject to Article 28.1.1, the liability of the Parties under or in connection with this Contract, whether arising from negligence, breach of the Contract or any other obligation or duty, shall in no case exceed an amount equal to 50,000 EURO (Fifty Thousand EURO), per event or series of connected events.

28.2 Infringements of the Law

28.2.1 The Incubator or the Agency shall not be responsible if the Incubatee infringes any existing and/or future national, communal or provincial laws or decrees, rules or regulations in force in [specify the country of the Incubator] or in any other country whatsoever.

28.2.2 The Incubatee shall indemnify the Incubator from and against all claims, proceedings, damages, costs and expenses arising out of any infringement of the Incubatee's obligations under this Contract.

28.3 Infringement of the Rights of the Incubator's Partners

28.3.1 The Incubatee shall indemnify the Incubator's Partners from and against all claims, proceedings, damages, costs and expenses arising from the infringement of Intellectual Property Rights of Third Parties with respect to the Activity performed under this Contract - excluding any infringement resulting from the use of documents, patterns, drawings or goods supplied by the Incubator's Partners through the Incubator - which may be made, or brought against the Incubator's Partners, or to which the Incubator's Partners may be put by reason of such infringement or alleged infringement.

28.3.2 The Incubator shall notify the Incubatee immediately of any written claim or notice of infringement of Third Party(ies)'s rights that it receives concerning this Contract.

28.3.3 The Incubatee shall immediately take all necessary steps within its competence to prevent or end a dispute and shall assist the Incubator's Partners to defend any such dispute, or make settlement in respect of any claim or notice of infringement or suit for infringement.

28.3.4 The Parties shall notify each other of any known Intellectual Property Rights connected with the use of documents, patterns, drawings and goods supplied by one Party to the other or connected with the execution of the specifications laid down by the other Party.

28.4 Compensation for Damage Caused to Goods and Property

Claims shall be settled as follows.

28.4.1 Claims for Direct Damages

(a) The Incubatee shall indemnify the Incubator and Incubator's Partners against, and shall be liable for, direct damage to property and equipment to the extent that such damage is caused by the negligence of the Incubatee and of its employees or agents;

(b) The Incubator and the Incubator's Partners shall indemnify the Incubatee against, and shall be liable for, direct damage to the Incubatee's property and equipment to the extent that such damage is caused by the negligence of the Incubator, the Incubator's Partners or of their employees (staff) or agents.

28.4.2 Claims for Indirect or Consequential Damages

(a) The Parties shall in no circumstances be liable for indirect or consequential damages such as loss of use, loss of business, loss of data, loss of rights, loss of services, loss of goodwill, Third Party claims to the extent that they represent the indirect loss of a Third Party, loss of revenues or anticipated savings, or for any indirect financial loss or indirect economic loss or for any indirect or consequential loss or damage whatsoever suffered by the other Party;

(b) The Parties shall in no circumstances be liable for loss of profit, whether direct or indirect.

28.5 Damages to Third Parties caused by the Incubatee.

The Incubator shall in no circumstances be liable for any damage caused by the employees or agents of the Incubatee to a Third Party during the performance of the Activity under this Contract.

Article 29 – Assignment of this contract

The Incubatee shall not assign its rights and/or transfer its obligations under this Contract in whole or in part to a Third Party (“assignee”).

Article 30 – 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, 23 and 29 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 9;
- 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 8 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 8 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 Lazio and shall be handed over to ESA BIC Lazio upon the expiry or termination of this Contract. This shall include:

- (a) any information and documentation under Article 4.1;
- (b) any equipment under Article 5.4;
- (c) any software under Article 4.2.1;
- (d) any hardware under article 4.2.2;

The Incubatee shall deliver to ESA BIC Lazio 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 Lazio any amount that would not be found acceptable for the Final settlement had the Contract not been prematurely terminated.

Article 31 – 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 32 – 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 33 - Attachments and Appendices

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

- Attachment A: "INCUBATOR MAP"
- Appendix 1: INFORMATION FOR THE PROCESSING OF PERSONAL DATA AND CONSENT
- Appendix 2: TABLE OF INCUBATION SERVICES - ESA BIC LAZIO PROGRAMME
- Appendix 3: STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES
- Appendix 4: AGENDA FOR MIDTERM REVIEW
- Appendix 5: AGENDA FOR FINAL REVIEW
- Appendix 6: ESA BIC Lazio logo

The Parties agree that digital signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

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, 7, 10, 11, 12, 13, 15, 16, 17, 18, 19, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31, 32 and 33, which are therefore meant as approved and well known.

Read, confirmed and signed

Rome,

Lazio Innova S.p.A.

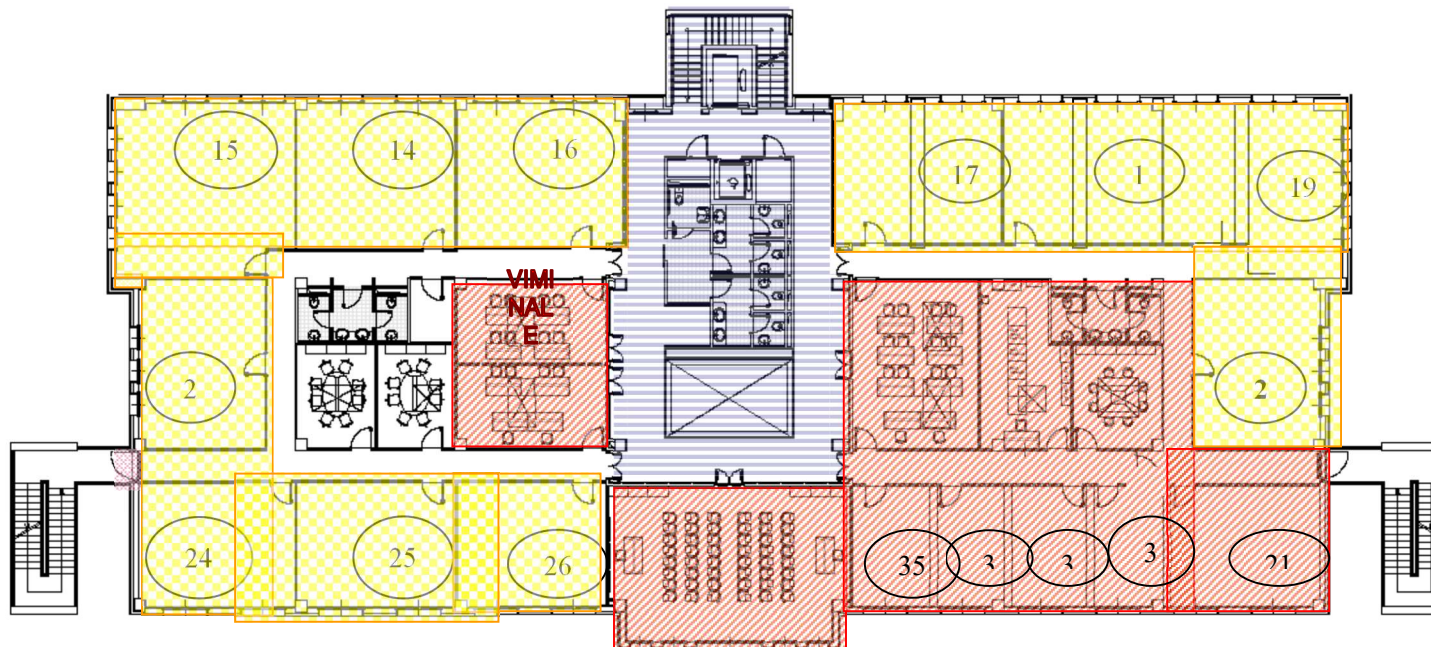
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
The Incubatee

.....

ATTACHMENT 1

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

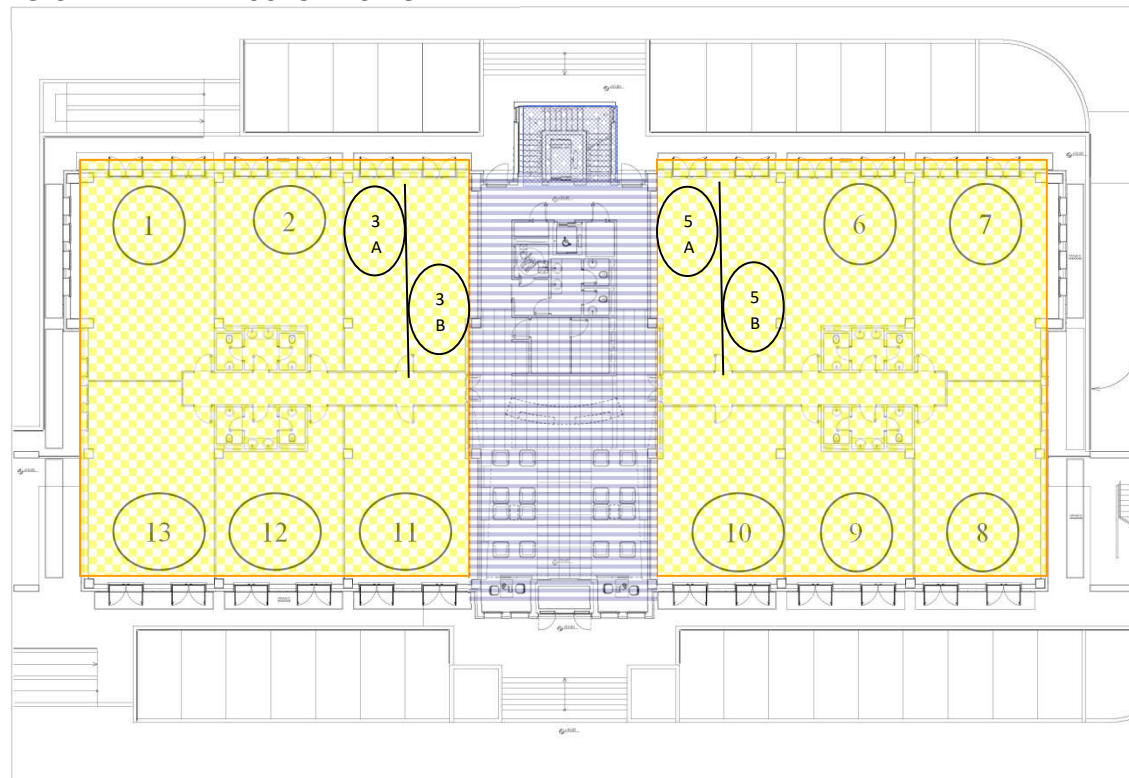


- Legenda :
-  Aree L. I.
 -  Aree comuni
 -  Aree incubati
 -  Area Preincubazione



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

Incubation

Dear Sir/Madam, we inform you that Regulation (EU) 2016/679 (RGPD) of the European Parliament and of the Council of 27 April 2016 "on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter EU Reg. 2016/679), entered into force on 25 May 2016 and became operational on 25 May 2018. With this information pursuant to Articles. 13 and 14 of EU Reg. 2016/679, we inform you that the processing of personal data provided by you for the purpose of applying for the Incubation program and governed by the Notice will be based on principles of correctness, lawfulness and transparency, protection of privacy and your rights.

Data controller

The data controller is the Council of the Lazio Region, with registered office in Via Rosa Raimondi Garibaldi 7, 00145 Rome, which can be contacted via PEC at protocollo@regione.lazio.legalmail.it or by calling the switchboard at 06.51681.

Data Protection Officer (DPO)

The Lazio Region has identified a Data Protection Officer, who can be contacted via PEC At the DPO@regione.lazio.legalmail.it address or through the institutional e-mail: dpo@regione.lazio.it or at URP-al number 06-99500.

Data processors pursuant to Article 28 of EU Reg. 2016/679

The Data Processor is Lazio Innova S.p.A. with registered office in via Marco Aurelio 26/A – 00184 Rome identified by resolution no. 1114 of 30 November 2022 by the Lazio Region Council.

Contact details of the Data Processor (DPO) e-mail: dpo@lazioinnova.it tel. 06.605160

The data may also be processed by other persons appointed as Additional Managers (Sub-Managers) pursuant to art. 28 of the Regulation.

Type of data processed and origin of data

The Data Controller may process 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 proposer (legal representative); identity document, name and surname, place and date of birth, C. F. and residential address of the legal representative; identity document, name and surname, place and date of birth, C. F. and residential address of the partners and directors of the company; substitutive declaration of the anti-mafia of all the persons referred to in art. 2 paragraph 3 of Presidential Decree 252/98; curriculum vitae of all members.

These data are provided directly by the contact person or by the proposer at the time of filling out the Incubation Application form or on the occasion of subsequent communications or are acquired directly by the Manager during the course of the Program.

Purpose and legal basis of the processing

Personal data will be processed exclusively for the following purposes:

a) fulfillment of the obligations deriving from the agreement stipulated with Lazio Innova SpA;

b) sending communications concerning the development and management of participation in the program in case of positive outcome of the application

c) inclusion in the Lazio Innova, Lazio Region, ASI (Italian Space Agency) , ESA (European Space Agency) mailing list for sending newsletters;

d) sending updates and/or information and promotional material from Lazio Innova, the Lazio Region, ASI (Italian Space Agency) ,ESA (European Space Agency) and/or the companies of the regional network, the list of which can be consulted on the Lazio Region website;

e) communication of promotional initiatives to meet with other companies and networking events;

f) press office actions (interviews, invitations to events and other);

g) publication of images and/or videos on the websites www.lazioinnova.it, www.asi.it, www.commercialisation.esa.int and on the social profiles of Lazio Innova, ASI (Italian Space Agency) and ESA (European Space Agency).

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

- **execution of a contract** (purposes referred to in letters a and b). By filling out the application form for the Incubation Program, the candidate asks to use the service offered by Lazio Innova. The processing of your personal data is a necessary condition to allow the Data Controller to follow up on this request, therefore the failure, incorrect or incomplete provision of data makes it impossible to use the service;
- **consent of the interested party for the purposes** referred to in letters c, d, e, f, g). In these cases, the processing may take place only after the consent of the interested party has been issued. This consent is optional and failure to issue it will not affect in any way your application for candidacy, without prejudice in this case to the impossibility of using the additional services indicated. **It should be noted that the consent given may be revoked by you at any time, without prejudice to the legitimacy of the processing carried out up to the time of revocation.**

Processing methods and data retention times

The personal data of the interested parties will be processed with paper, computer and telematic tools in compliance with current legislation on the protection of personal data, in particular the principles of lawfulness, correctness, transparency, minimization, accuracy, integrity and confidentiality and in such a way as to guarantee, through the adoption of appropriate organizational and technical measures, their security and protection from unauthorized and unlawful processing, loss, destruction and accidental damage.

The data will be stored by the Data Controller and the Manager:

- for the entire duration of the event;
- for a further 10 years from the conclusion of the initiative for the protection of the interests of the Data Controller as per the ERDF general regulation (Article 140 paragraphs 1 and 2 of Reg. (EU) n.1303/2013).
- Defense in court in case of litigation until the final passage of the sentence.

Recipients or categories of recipients of the data

Your data will be processed by Lazio Innova staff formally authorized to process it within the scope of its duties and within the limits of what is strictly necessary for the performance of its activity. In carrying out its activity, the Data Controller and the Data Processor may use third parties designated "Additional Managers" (Sub-Managers), who may process the personal data of the interested parties exclusively within the scope of their function and within the limits of what is strictly necessary for the pursuit of the purposes indicated in point 2. The data may also be communicated, for the pursuit of the aforementioned purposes and for the fulfillment of legal obligations, to third parties who operate as "independent data controllers". The following subjects or categories of subjects may be recipients of the data:

- Companies of the regional network, the list of which can be consulted on the website of the Lazio Region;
- tutors or external consultants limited to the offer of consulting services;
- any external subjects with whom Lazio Innova could undertake collaborations for the purpose of better management of the ESA BIC Lazio Incubation Programme (e.g. trade associations, local authorities, other companies);
- external consultants that Lazio Innova uses for the purpose of fulfilling the obligations related to the management of the Incubation program (e.g. legal consultant, accountant, *coach* and *external mentor*);
- public and/or private bodies for the purpose of fulfilling legal obligations related to the management of the ESA BIC Lazio Incubation Programme;
- subjects entitled to request access to documents pursuant to Law 241/90 and subsequent amendments.

Scope of data dissemination

As a rule, your personal data is not transferred to countries outside the EU. In special cases, in the presence of specific initiatives and / or offers, the transfer of data outside the EU may be required. In these cases, the transfer will only take place if there is an adequate legal basis in compliance with the standard contractual clauses issued by the European Commission.

Rights of the interested party

Pursuant to Chapter III of the GDPR, the interested parties may exercise at any time, in the presence of the conditions provided for by the Regulation, the following rights:

- the right to obtain from the Data Controller confirmation of the existence or otherwise of processing personal data concerning you, and, if necessary, to obtain access to such data;
- right to obtain the correction and cancellation of personal data concerning you;
- right to obtain the limitation of data processing;
- right to receive personal data in a structured format, commonly used and readable by automatic device (so-called data portability);
- right to object to the processing of personal data;

- right to withdraw consent.

These rights can be exercised free of charge by sending a request by e-mail to protocollo@regione.lazio.legalmail.it or dpo@regione.lazio.legalmail.it.

Furthermore, pursuant to art. 77 of the GDPR, the interested party has the right to lodge a complaint with the competent supervisory authority if he considers that the processing of personal data concerning him does not comply with the GDPR.

For more information and / or reports regarding the processing of your personal data, you can contact the Data Controller or the DPO at the e-mail addresses indicated above.

DECLARATION OF ACKNOWLEDGMENT

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 _____

DECLARATION OF CONSENT

☐ In order to allow the processing of my personal data to be included in the Lazio Innova mailing list and in the newsletter (Point 2 Letter c);

☐

I authorize the treatment

☐

I do not authorize the treatment

Signature _____

☐ In order to allow the processing of my personal data to receive updates and / or information and promotional material of Lazio Innova Lazio Region, ASI (Italian Space Agency) and ESA (European Space Agency) and / or the companies of the regional network, the list of which can be consulted on the website of the Lazio Region (Point 2 letter d);

☐

I authorize the treatment

☐

I do not authorize the treatment

Signature _____

☐ In order to allow the processing of my personal data to receive communication of promotional initiatives of meeting with other companies and networking events (Art. 2 letter e);

☐

I authorize the treatment

☐

I do not authorize the treatment

Signature _____

☐ In order to allow the processing of my personal data for press office actions (interviews, invitations to events and other) (point 2 letter f).

☐

I authorize the treatment

☐

I do not authorize the treatment

Signature _____

☐ In order to allow the processing of my data for the publication of images and / or videos on the www.lazioinnova.it, www.asi.it, www.commercialisation.esa.int and on the social profiles of Lazio Innova, ASI (Italian Space Agency) and ESA (European Space Agency) (point 2 letter g).

☐

I authorize the treatment

☐

I do not authorize the treatment

Signature _____

RELEASE FOR PUBLICATION OF AUDIOVISUAL AND PHOTOGRAPHIC MATERIAL

The undersigned _____ authorizes "Lazio Innova" (hereinafter also "the Company"), in the person of the legal representative pro tempore, pursuant to the law on copyright (law n.633 of 22 April 1941 and subsequent amendments):

- to use the audiovisual and / or photographic material concerning the interested party, acquired on _____, for publication on websites or social networks, magazines, brochures and paper printing.

I, the undersigned, declare:

- to have read and accepted the methods and purposes of processing personal data detailed in the Information above;
- to waive any consideration for the acquisition and use of audiovisual and/or photographic material;
- to be informed and aware of the fact that, in case of publication on websites or social networks, the audiovisual and / or photographic material may be downloaded.

Rome, li _____ 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 the Incubator in regard to the ESA BIC Lazio.

1. MANAGEMENT

1.1 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.

1.2 Communications

All communications sent by the Incubatee to the Incubator shall be addressed to the representatives of the Incubator nominated in Article 8.3 of this Contract.

2. REPORTING

2.1 Minutes of Meetings

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

2.2 Progress Reports

Every three (3) months, the Incubatee shall provide a progress report to the representatives of the Incubator, 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.

2.3 Problem Notification

The Incubatee shall notify the representatives of the Incubator of any problem likely to significantly impact the progress of the Activity.

3. MEETINGS

3.1 Kick-off Meeting

The kick-off meeting shall take place at premises of the Incubator or by teleconference at the beginning of the Contract Term.

3.2 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 validate its feasibility.

3.3 Final Review Meeting

At the end of the Incubation, a Final Review shall be held. The Incubatee shall provide a Final Report, an Executive Summary, a Business Plan, and perform a demonstration of the service/product developed.

3.4 Additional Meetings

Additional meetings may be requested either by the Incubator or the Incubatee.

3.5 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to the Incubator is given at least two (2) weeks in advance. 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.

4. DELIVERABLES

4.1 Documentation to be delivered

In addition to the documents to be delivered according to section 2 above, the documentation specified in this section shall also be a deliverable and shall be delivered as follows:

- in electronic form on computer readable media (e.g. PDF-format,) as agreed by the Incubator,
- and in other exchange formats where relevant (e.g. HTML).

4.1.1 Mid Term Report

The Mid Term Report shall describe in detail the status of the technical and commercial progress in relation to the Activity. An analysis of the feasibility of the Activity shall also be presented. The report shall follow the template for the Mid Term Report provided by the Incubator.

All invoices relevant to the Third Party Services obtained by the Incubatee up to the time of the Mid Term Review in accordance with Article 2 of this Contract shall be attached to the Mid Term Report.

4.1.2 Final Report

The Final Report 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. 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 the Incubator and/or any other support entity, including Partners of the Incubator;
- c) contacts established;
- d) description of technical developments, including photographs of hardware under development and test (when applicable);
- e) financial details;
- f) licences granted, patent filings and applications;
- g) deliverables to the ESA BIC.

The report shall follow the template for the Final Report provided by the Incubator.

All invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 2 of this Contract that have not been delivered together with the Mid Term Report, shall be attached to the Final Report.

4.1.3 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 proprietary information.

The Executive Summary shall not exceed three (3) pages of text with coloured illustrations or photographs, if appropriate. It shall also be delivered to the Incubator by the Incubatee in HTML format.

4.1.4 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. 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.

The Business Plan shall follow the template provided by the Incubator.

4.1.5 Annual Performance Report

The Annual Performance Report shall follow the template provided by the Incubator and shall describe, among others, the sales made and/or licences granted by the Incubatee during the preceding twelve (12) months. The Incubatee shall submit the Report to the Incubator and to the Agency via esabic@esa.int e-mail address, in electronic form on each anniversary of the end of the Contract Term, during 10 years.

The Annual Performance Report for a specific year may be replaced by a similar survey conducted by either the Incubator or the Agency, when this takes place in a similar time frame.

4.1.6 Photographic, Video Documentation

Photographic and video documentation shall document (as relevant)

- progress of hardware manufacture
- test set-ups and tests carried out
- use of the product/service
- organised events where the Incubatee has been showcasing the product/service.

They shall be suitable for dissemination and publicity purposes.

Photographic and video documentation shall not contain any proprietary information.

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								
<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

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 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 1.5 of the contract);

4. Details of the support received from (5.3.b in Appendix 1 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 1 of the contract);

6. Progress report on work packages of total incubation period (5.3.d in Appendix 1 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								
<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								

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 1 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 1 of the contract)*;
- II. An overview and copies of patents, patent filings and/or licences granted *(5.3.g in Appendix 1 of the contract)*;
- III. Photographic documentation accordance *(5.3.h in Appendix 1 of the contract)*.

APPENDIX 6 – LOGO

