

## ESA BIC Lazio (ESA Business Incubator Centre Lazio) Open Call\*

**\*Please note that the publication of this Call does not bind ESA in any conceivable way. The placing of an incubation contract remains subject to ESA's internal approval.**

Responsible Contracts Officer: Mr Marnix Houten  
Permanent Open Call for Proposals for the European Space Agency's Business Incubation Centre in Lazio region, Italy (ESA BIC Lazio)

Dear Madam, Dear Sir,

As part of its endeavour to encourage the transfer and commercialisation of space technologies, the European Space Agency<sup>1</sup> (the Agency) has set up business incubators located in Noordwijk, the Netherlands, in Darmstadt and Bavaria, Germany, in Lazio, Italy as well as in Harwell, United Kingdom, Redu and Flanders, Belgium. Their purpose is to enable entrepreneurs (incubatees) to receive comprehensive commercial and technical assistance in order to set up their business using space technology for general non-space industrial, scientific and commercial uses.

The Technology Transfer is an institutional mission of the Italian Space Agency -ASI-. With the aim to jointly foster the Technology Transfer in Italy and support with the ESA BIC activities start-up companies in Italy, ASI and the Agency have signed an Agreement on cooperation concerning the Technology Transfer and BIC in Italy.

The Business Innovation Centre Lazio (BIC Lazio) is entrusted by the Agency with the setup, administration and implementation of this Call. BIC Lazio is a regional development Agency of Lazio Region Local Government, in charge of managing the ESA BIC Lazio programme.

ASI and BIC Lazio have signed a Protocol of Understanding to cooperate to foster innovative initiatives based on space technologies for non-space applications.

The same call, for the same scope, is issued at the ESA partner BIC Lazio site (<http://www.biclazio.it>) and ASI (Agenzia Spaziale Italiana) the National Governmental Space Agency in Italy (<http://www.asi.it>).

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

Your attention is drawn to the following.

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

### Nature and purpose of this Call for Proposals:

1. The purpose of this Call for Proposals (Call) is to select projects and ideas for business incubation in ESA BIC Lazio, for a maximum of 24 months. The incubation period for ESA-BIC Lazio is meant concluded after such period. Once successfully ended the incubation project of ESA BIC Lazio, you can ask BIC Lazio only to negotiate a new contract for another three years as Alumnus.
2. The Agency, in cooperation with ASI, offers to support projects and ideas for business incubation by providing funding business and technical assistance as well as office accommodation & services<sup>2</sup>. The modalities and the extent of the support provided are negotiated on a case-to-case basis. As a general rule the incentive granted to one project is only for prototyping, product/service and IPR development, with no direct labour costs. As a general rule the incentive can only be spent in Italy (exceptions shall be approved by BIC Lazio). The incentive will not exceed EUR 50.000 (fifty thousand EURO). The Agency in cooperation with ASI also offers a maximum of 80 expert hours for prototyping and technical development. BIC Lazio offers a maximum of 100 tutoring hours of business support during the incubation period. In addition a loan facility can be negotiated through partner banks.
3. This Call is of a permanent nature meaning that it has no closing date for the submission of proposals as long as the Agency, ASI and BIC Lazio have not indicated otherwise.
4. Applications are only considered from nationals of one of the Agency's Member States (see note 1).
5. Start-up companies with or without legal personality as well as individuals may apply for this call.
6. In case of start-up companies with legal personality, the company – represented by its authorised representative(s) – is considered to be the Applicant.
7. In case of entities without legal personality, the general partner is considered to be the Applicant
8. In case the Applicant is a natural person, he/she is considered to be over eighteen years of age and of sound mind, and therefore able to enter into a binding agreement. No incubation contract can be formalized until the company is not created and registered at one local Chamber of Commerce in Lazio region.

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<sup>2</sup> Through BIC Lazio partner. Please refer to Section 3 of the present Call, Appendix 2 of the draft incubation contract.

9. In case that the Applicant is a company already present in one of BIC Lazio's incubators, the existing contractual conditions for office accommodation will be maintained and applied.
10. All the above categories are hereinafter referred to as 'Applicant'.
11. This Call is not aimed at particular non-space sectors or domains but explicitly excludes activities promoting, or being related to, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs.

#### Requirements

12. Applicants are required to closely follow the instructions provided in this Call when producing and submitting their proposal (see Section 1 of Appendix 1).
13. Only those Applicants that fulfil all formal requirements (see Section 2 of Appendix 1) will be accepted for evaluation.
14. Applicants should carefully read the contractual documentation provided in Section 3 of Appendix 1. The application shall include a clear, explicit and unambiguous statement whereby the Applicant has read, understood and accepted the terms and conditions contained in the in the contractual documentation. In case, exceptionally, that the Applicant wishes to propose modifications or amendments, the full text of such modifications or amendments shall be given and the reasons for their being requested be clearly explained as part of the proposal.

#### Procedure and planning

15. The evaluation of all proposals received shall take place in accordance with the Agency's, ASI's and BIC Lazio's rules, procedures and requirements (see Section 2 of Appendix 1). All Applicants will be informed of the outcome of their application.
16. The evaluation procedure is carried out and managed locally by BIC Lazio with participation of representatives from ESA, ASI and possibly representatives of local banks and other local experts.
17. The Evaluation Board meets quarterly to evaluate the proposals received in the preceding three months. Proposals will be accepted for the current evaluation round in case they reach the ESA BIC Lazio Project Manager and ESA within the current deadline. The date of each deadline is published on [www.esa.int/ttp](http://www.esa.int/ttp), on [www.asi.it](http://www.asi.it) and on [www.biclazio.it](http://www.biclazio.it).
18. In principle the period between receipt of a proposal and contract placement is in principle no longer than 6 months.

## Miscellaneous

19. The contents of Applicant proposals shall be treated as confidential.
20. In spite of the efforts undertaken by BIC Lazio to ensure full confidentiality, the Applicant's idea may through the application with BIC Lazio (if not specifically protected like for example by patent rights) fall into the public domain. Therefore we strongly recommend that the Applicant discusses the protection of his/her idea with a dedicated expert in this field prior to application with the ESA BIC Lazio.
21. As far as allowed by law, any title hold by the Applicant to his/her idea shall remain vested with him/her. This application shall under no circumstances result in the acquisition of any title whatsoever to the idea<sup>3</sup>.
22. No expenses incurred in either stage of the application procedure will be reimbursed to the Applicant by the Agency, by ASI, by BIC Lazio and/or any third party.
23. In no event shall this Call for Proposals be construed as imposing any obligation whatsoever upon the Agency, ASI, BIC Lazio and/or any third party to enter into negotiations with any Applicant or to enter into any other specific arrangement for business incubation in any of the Agency's and BIC Lazio establishments.
24. The Agency, ASI and BIC Lazio are committed to ensuring equal opportunities and the elimination of discrimination of any type for all applications complying with the conditions and requirements set forth in this Call.

Please find attached hereto the following documents:

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<sup>3</sup> If the Agency or its Member States require the use of any Intellectual Property Rights, owned by the Incubatee as described in Item 21 here above for the performance of the Agency's programs in the field of space research and technology and space applications, ESA will issue a request for quotation or a purchase order to the incubatee. If the Incubatee is not willing or able to perform the activity for the Agency, the Agency or its Member States shall be entitled to a free of charge, transferable, non-exclusive license to use such Intellectual Property Rights, which license shall be limited to the territories of the Agency's Member States.

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## Appendix 2: Business Activity Proposal Submission Templates and Annexes

Any queries relevant to the submissions of proposals are to be addressed, in writing, to: [esabic@biclazio.it](mailto:esabic@biclazio.it)

### **In the case of company, the application shall include the following documents:**

- substitute statement of certification, signed by legal representative, including a copy of a valid identification document (Annex 1);
- substitute statement of certification, signed by every shareholder and/or chief executive officer, including a copy of a valid identification document (Annex 2);
- information for privacy policy and consent to personal data treatment, signed by legal representative and every shareholder and chief executive officer (Annex 3);
- substitute statement of certification of registration at Chamber of Commerce (Annex 4)
- substitute statement for “Antimafia” certificate (Annex 5);
- updated accounting statement;
- copy of last two years balance sheets and/or last submitted income-tax return if applicable.

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

- substitute statement of certification, signed by every applicants, including a copy of a valid identification document (Annex 6);
- information for privacy policy and consent to personal data treatment, signed by each applicant (Annex 3);
- curriculum/a vitae of the applicant/s.

Your complete proposal and all supporting documents has to be submitted, in electronic form (.pdf and .doc) to the following email address: [esabic@biclazio.it](mailto:esabic@biclazio.it)

In parallel, 2 (two) signed paper original and the related annexes shall be sent to:

One set of originals to:

**BIC Lazio ITech Incubator  
ESA BIC Lazio Programme  
Via Giacomo Peroni, 442-444  
I-00131 Rome  
ITALY**

And one set to:

**ESTEC**

**Keplerlaan 1**

**2201AZ Noordwijk**

**The Netherlands**

**For the attention of Mr. M. Houten (PFL-PTE) and Ms. A. Lucas (PFL-PTE)**

**Subject: ESA BIC Lazio Open Call**

Yours faithfully,

Livio Proietti

BIC Lazio President

## **Appendix 1: Call for proposals for business incubation**

### ***Section 1. Instructions for Business & Activity Proposal***

Section 1 of this Call for Business & Activity Proposals is meant to inform applicants of the required length and content of their Business & Activity Proposal (BAP) and related Annexes. Any relevant information in addition to the required information is welcomed.

#### **A. Length of proposal**

The proposal shall in average not contain more than 30 pages, annexes excluded.

The Executive Summary shall be maximum one page.

#### **B. Content of proposal**

The proposal shall contain the following information:

##### **1. Cover Letter**

The Applicant is asked to introduce the application with a cover letter (following the template attached in Appendix 2). The cover letter must clearly state that the draft contract conditions are read, understood and accepted.

It shall also provide the name, address, fax and telephone number of the Applicant whom all communications relating to the call for proposal shall be addressed to, as well as the names, fax- and telephone numbers of the persons who will be responsible for the day-to-day management of any resulting contract and the legal representative signing the contract.

##### **2. Requirements Checklist and Declaration of State Aid**

The Applicant is specifically asked to fill in, sign, date and attach the Requirements Checklist (including the Declaration of State Aid) after the cover letter as attached in Appendix 2 point 2.

The Applicant is welcome to provide his comments on any aspect of the Requirements Checklist.

##### **3. Executive Summary**

The Applicant is asked to produce an executive summary as attached in Appendix 2 point 3 . The executive summary shall cover the following aspects, in maximum one page:

##### **Business idea**

*Describe your business idea in brief, including the relationship to a space technology and/or space system.*

### Implementation

*Describe how you are planning on implementing your business idea.*

### ESA investment opportunity

*State the funding or/and the technical support requested from ESA BIC. Describe how ESA BIC's resources, funding and incubation can benefit your business idea and business development. Explain why ESA BIC shall invest in your business in terms of resources, funding and incubation.*

### Goals

*Outline your short-term goals, meaning what your company wants to achieve during the incubation period. Outline your long-term goals, meaning where your company aims to be in 5-10 years.*

## **4. Business & Activity Proposal**

The Applicant is asked to produce a Business & Activity Proposal as attached in Appendix 2 point 4.

### Presentation of the Applicant

*This part of the proposal shall give a presentation of the Applicant, covering the following aspects:*

Background and history of company (in the case of an existing company).

*Describe the background of the company, including official name, contact details, age of company, ownership details, company capital, grants already received and industrial organization. Provide an overview of milestones already reached.*

Introduction of the entrepreneur (or potential entrepreneur).

*Describe the entrepreneur/inventor by providing the background and CV, as well as his/her role in the company or current involvement with the company. Has the entrepreneur/inventor committed personal time and investments to the company?*

Introduction of the management team.

*Describe the management team by providing the background, references and CVs of the involved persons, as well as their role in the company. Have members of the management team committed personal time and investments to the company?*

Support entities.



*List other supporting entities and what type of support they provide, if any (in kind, in cash, etc).*

Vision.

*Describe the future of the company. Where do you expect to be in 5-10 years?*

*Description of business idea*

*This part of the proposal shall give a presentation of your business idea, covering the following aspects:*

Business idea

*Describe your business idea, including the stage of implementation.*

Core related customer needs.

*Identify the customer needs which your business idea will address, if any.*

Identified market

*Describe the market you are focussing in and your point of entry.*

Unique selling proposition

*Describe the specific benefit your business idea offers the customers.*

*Description of the product and/or service*

*This part of the proposal shall give a presentation of the product or service, covering the following aspects:*

Description of product/service and use.

*Describe the product/service you company provides, and the use. Include how you convert your ideas and materials/labour into goods or services.*

Space relationship.

*Describe the space technology (hardware, software, process, methodology or data) or space system (satellite communication, satellite navigation or earth observation) your product/service is utilizing.*

Non-space benefit.

*Describe how applications in the non-space sector benefit from the use of your product/service.*

In-depth description of technology.

Describe the core technology of your product/service (a “technology” is not necessarily hardware/software, but can also be a means of converting ideas, materials or labour into goods or services).

Stage of development of the product/service.

*Describe the current status of development of the product/service. Use if possible the ESA Technology Readiness Level*

Research and development.

*Describe the way forward by stating the needed short- and long-term developments of the product/service.*

Intellectual property.

*If relevant, explain how you secure your own IP (e.g by the means of patents, copyrights, trademarks, trade secrets, exclusive license....) Explain how you use 3<sup>rd</sup> party IP, including details on rights of use and details on ownership.*

#### Market Analysis

*This part of the proposal shall give a presentation of the identified market, covering the following aspects:*

The market

*Describe the market in which your business will be conducted, and state if you are familiar with working in this market.*

The market sectors.

*Describe the market sectors within the market in which your business will be conducted, and state if you are familiar with working in any of these market sectors.*

The customers.

*Describe the customer your business is targeting and state if you are familiar with working with this type of customer.*

The geographical coverage.

*State the geographical area your business will cover.*

#### Business model

*This part of the proposal shall give a presentation of your business model, covering the following aspects:*

Supply chain.

*Describe where your company is placed in the supply chain.*

Suppliers.

*List the main suppliers for your product/service (raw materials, components, services and/or data).*

Production.

*Describe how the production will be organized. Include by whom, where and the capacity.*

Distribution.

*Describe the distribution network.*

### Strategy

*This part of the proposal shall give a presentation of the business strategy, covering the following aspects:*

The market approach.

*Describe how you will reach your customers/clients.*

Marketing strategy.

*Describe how you will do your marketing, and who will be doing it.*

Sales strategy.

*Describe how you will do your sales, and who will be doing it.*

Pricing strategy.

*Describe how you will be pricing your product/service.*

### Risk analysis

*Perform a risk analysis covering competition, your competitive advantage, barriers to market entry, and third party issues – and how you will address these risks. Also visualize this in a SWOT analysis as indicated in the proposal template (see Appendix 2 point 4.7, Fig. 1: SWOT Analysis template).*

### Finance

*To the extent possible, the Applicant is asked to fill in the EXCEL spreadsheets attached in the proposal template (see Appendix 2 point 4.8, table 1: Assets & Liabilities, table 2: Profit & Loss projection). The applicant needs to double click on the spreadsheets to activate them.*

### Activity proposal

*This part of the proposal shall provide a plan of activities for the period of incubation in the European Space Incubator, covering the following aspects:*

#### Milestone planning.

*Explain what you want to do during the incubation by listing all tasks you want to start/complete. Also visualize this in the chart attached in the proposal template (see Appendix 2, point 4.9.1, Fig 2: Milestone Planning). The Applicant needs to double click on the EXCEL spreadsheet to activate it.*

#### Task description and related costs.

*For each task identified in 4.9.1, fill in the task description template (see Appendix 2, point 4.9.2 Tasks description and related costs) indicating the related costs and technical assistance per task.*

#### Funding and support.

*Explain how you want to finance your tasks, describe which ones you want ESA and BIC Lazio to fund. Also describe the expertise needed from the Agency, ASI and BIC Lazio in terms of manpower and other type of support.(please use Tables funding split and Table Expertise Support).*

#### Management.

*Explain how you will organize your management, reporting, meetings and deliverables during the incubation*

### **5. Additional Information**

In case of application by a company:

- updated accounting statement;
- copy of last two years balance sheets and/or last submitted income-tax return.

Any additional information relevant to the application (such as CVs, References, Publications, Letter of Support, Patents filed, etc.) may be included in this section of the proposal.

## ***Section 2. Formal Requirements, Evaluation Process and Criteria***

Section 2 of this Call is meant to inform Applicants of the selection process and criteria.

### **1. Formal requirements**

In order for the Applicant's proposal to be accepted for evaluation, the requirements listed below need to be fulfilled. The ESA general application requirements are applicable to all ESA BICs Applicants. The specific requirements are only applicable for application for incubation in the business incubator of the Agency in Lazio, Italy, managed by BIC Lazio

#### **ESA General Application Requirements**

- The Applicant's product or service is based on a transfer of space technology to, and/or utilisation of a space system in a non-space environment.
- The Applicant shall sell and deliver innovative products, processes or services (advice is excluded) for his own account and risk.
- The Applicant's first registration at a Chamber of Commerce shall have taken place no longer than 5 years prior to submission of Applicant's proposal to the Agency.
- In case the Applicant is a natural person, a new company shall be registered at a Chamber of Commerce prior to the start of the business incubation. No contract can be placed prior to the evidence of such registration provided by the Applicant.
- In case the Applicant has legal personality, the Applicant does not form part of a group at the time of submission of the Applicant's proposal to the Agency. This means that no less than half the issued capital is owned - directly or indirectly - by the authorized representatives applying on behalf of the Applicant. In case the Applicant is a legal entity without legal personality, the Applicant is a fully authorised general partner.
- By completing the State Aid Declaration Form the Applicant declares all state aid received during the three years prior to the submission of the Applicant's proposal to the Agency. The Applicant shall furthermore inform the Agency of any state aid received during the execution of the incubation contract.

- The Applicant does not conduct business activities promoting, or being related to, alcohol, tobacco, religion, politics, intolerance, violence, firearms, pornography, obscenity, gambling or illegal drugs.
- Certain industrial sectors are excluded: the transport sector, the production, processing and trading of agriculture, fishery and aquaculture products, and the export sector. Therefore the applicant shall not conduct any direct activities within the abovementioned sectors. Also, the applicant shall not receive aid towards expenditure in connection with agriculture or fisheries. However, applicants who are not within these sectors but aiming at commercialising products or services amongst other activities to these sectors may still apply for the scheme.
- The Applicant is able to communicate in English.

#### **Application Requirements Specific to ESA BIC Lazio**

The Applicant states that the terms and conditions of the draft incubation contract and the annexes are accepted without any reservations.

The Applicant states not to be hosted in another business incubator - a part from BIC Lazio - or entity or organization providing similar support, for the duration of the incubation contract.

The Applicant shall register with a Lazio Chamber of commerce as an Italian legal entity at the first stage of the business incubation.

Company operational headquarter shall be located at the offices of BIC Lazio's incubators. At the same time Company registered office (sede legale) shall be located outside of the offices of BIC Lazio's incubators.

Copy of Passport or similar document to identify the applicant (-s)

Local conditions of the incentive scheme

- The Funding is linked to work packages within the incubation project only.
- The Funding is granted in net amounts ( not including VAT )

The applications shall include the following documents as annexes to the Business Activity Proposal:

#### **In case of application by a company:**

- substitute statement of certification, signed by legal representative, including a copy of a valid identification document (Annex 1);

- substitute statement of certification, signed by every shareholder and/or chief executive officer, including a copy of a valid identification document (Annex 2);
- information for privacy policy and consent to personal data treatment, signed by legal representative and every shareholder and chief executive officer (Annex 3);
  - substitute statement of certification of registration at Chamber of Commerce (Annex 4)
  - substitute statement for “Antimafia” certificate (Annex 5);
  - updated accounting statement;
  - copy of last two years balance sheets and/or last submitted income-tax return.

**In case of application by a natural person:**

- substitute statement of certification, signed by each Applicant, including a copy of a valid identification document (Annex 6);
- information for privacy policy and consent to personal data treatment, signed each Applicant (Annex 3);
- CV of the Applicant/s

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

“I state that I have read and understood the Note 1 in Section 2, point1, of this call for proposals, giving the SME definition in force, and confirm that my company satisfies the two criteria of that definition, i.e.:

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

#### **NOTE 1: DEFINITION OF SME**

(as per the Recommendation of the European Commission 96/280/CE, of 3 April 1996)  
(CEU Journal No L.107/8)

1. Small and medium-sized enterprises, hereinafter referred to as "SMEs", are defined as enterprises which:
  - Have fewer than 250 employees, and
  - Have either,
    - An annual turnover not exceeding 50 million EURO, or
    - An annual balance-sheet total not exceeding 43 million EURO,
  - Conform to the criterion of independence as defined in paragraph 2
2. Independent enterprises are those which are not owned as to 25% or more of the capital or the voting rights by one enterprise, or jointly by several enterprises, falling outside the definition of an SME. This threshold may be exceeded in the following two cases:
  - If the enterprise is held by public investment corporations, venture capital companies or institutional investors, provided no control is exercised either individually or jointly,
  - If the capital is spread in such a way that it is not possible to determine by whom it is held and if the enterprise declares that it can legitimately presume that it is not owned as to 25% or more by one enterprise, or jointly by several enterprises, falling outside the definition of an SME.
3. In calculating the thresholds referred to in paragraph 1 it is necessary to cumulate the relevant figures for the beneficiary enterprise and for all the enterprises which it directly or indirectly controls through possession of 25% or more of the capital or the voting rights.
4. Where, at the final balance sheet date, an enterprise exceeds or falls below the employee thresholds or financial ceilings, this is to result in its acquiring or losing the status of "SME" only if the phenomenon is repeated over two consecutive financial years.
5. The number of persons employed corresponds to the number of annual working units (AWU), that is to say, the number of full-time workers employed during one year, with part-time and seasonal workers being fractions of AWU. The reference year to be considered is that of the last approved accounting period.
6. The turnover and balance sheet total thresholds are those of the last approved 12-month accounting period. In the case of newly-established enterprises whose accounts have not yet been approved, the thresholds to apply shall be derived from a reliable estimate made in the course of the financial year.



## **2. Evaluation process**

Until further notice by the Agency, ASI or by BIC Lazio, Applicants are invited to submit their proposal for ESA business incubation at all times.

Upon its receipt, the Agency, ASI and BIC Lazio shall first assess the admissibility of the Applicant's proposal. The proposal is only admitted for further evaluation in case all formal requirements have been met. In all other cases the proposal shall be rejected. The outcome of this first assessment shall be communicated to the Applicant.

In case the proposal is compliant with the formal requirements, the Agency, ASI and BIC Lazio shall perform a first evaluation in order to shortlist Applicants for final evaluation. The outcome shall be communicated to the Applicant. Short-listed Applicants will be invited for final evaluation.

Short listed Applicants will be requested to hold a presentation of the proposal in front of the Evaluation Board (TEB – Tender Evaluation Board) and to provide answers to any further questions the Board might have.

The proposal and the presentation will be marked against the selection criteria detailed under 3 below.

The TEB makes a recommendation for the Agency's Award Board, whose final decision of the Agency in agreement with ASI regarding the application is final and non-appealable. The incubator manager is responsible for notifying the Applicant in writing.

Upon receiving notice that the application has been unsuccessful the Applicant may request BIC Lazio to advise him/her of the reasons why the application was unsuccessful. This outcome of the evaluation will not be construed as to prevent the Applicant from submitting a renewed application.

Upon receiving notice that the application has been successful the Applicant is requested to register his/her company as a Italian legal entity at one Lazio Chamber of Commerce if not already done so. Otherwise no incubation contract can be formalized.

## **3. Evaluation criteria**

The evaluation shall be based on the way the criteria below have been

addressed both in the proposal and during the Applicant's presentation.

- Formal Aspects
  - Compliance with Formal Requirements;
- Background and Experience
  - Team composition and ownership structure;
  - Support entities and ownership structure;
  - Vision.
- Business Case
  - Business idea;
  - Market;
  - Business Model;
  - Strategy;
  - Finance.
- Technology
  - Technical Feasibility;
  - Non-space benefit;
  - Research and development strategy;
  - Intellectual Property strategy.
- Activity Proposal
  - Milestone planning;
  - Task description and related cost;
  - Funding requested;
  - Management.

### **Section 3. Draft Contract and Annexes**

**This document is intended as a draft. Its contents could change in consideration of the specific case of incubation project.**

## **CONTRACT FOR THE PROVISION OF INCUBATION SERVICES FOR START-UPS**

### **A PRIVATE DEED**

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

#### **BETWEEN**

- BIC LAZIO S.p.A., with registered office in Rome - via Casilina 3/T, VAT Number 04571231002, through its legal representative, President of the Board of Directors, (hereinafter "*BIC Lazio*")

#### **AND**

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

#### **WHEREAS**

A. The Local Government of Regione Lazio has promoted the establishment of a joint-stock company named "*BIC Lazio*" in the Lazio region by means of the Regional Law no. 35 of 3<sup>rd</sup> of April 1990, n. 35

thereby implementing the principles confirmed both in Article 45 of the Regional Statute and in the guidelines from the European bodies fostering the organisation of Business and Innovation Centres in the various EU areas.

- B. The European Union acknowledges the role that Business Incubators play in promoting entrepreneurialism, employment, and economic growth and emphasises their importance as an essential tool for EU regional policies in the 2000-2006 Structural Funds Guidelines.
- C. In accordance with its corporate purposes pursuing the development of new entrepreneurialism, BIC Lazio is assigned funds by Regione Lazio for the management of Regional Law 35/90 as amended by Article 12 of Regional Law 59/96 and by Article 22 of Regional Law 7/99, for the performance of different activities among which the realisation and management of Incubators where to accommodate new entrepreneurial initiatives.
- D. BIC Lazio built the ITech Business Incubator in Tecnopolo Tiburtino area, as financed by the 2000/2006 Lazio Region SPD Ob. 2, Priority 3 “Enhancement of Local Systems”, Sub-priority 3.1.1. “Completion, realisation and strengthening of infrastructures in equipped areas and production areas”, Field 5, by decision no. 567/04 of the Regional Council of Lazio published in Supplement no. 1 to the Official Bulletin of the Lazio Region no. 21 of 30 July 2004.

- E. The main function of the ITech Incubator is to provide assistance, equipped areas and common services in view of supporting and promoting the following activities for a determined period of time:
- Small technological concerns being started up and established from no longer than 36 months, but no longer than 60 months only in case of incubation originating from the *ESA BIC Lazio* programme, as detailed further on;
  - Small and medium-sized firms willing to develop programmes/projects to diversify/expand their activities in *technology-based* sectors.
- F. BIC Lazio accomplishes the above mentioned functions also in cooperation with other subjects based on agreements/programmes integrating the necessary competences for the effectiveness of the assistance activities provided.
- G. The European Space Agency (the Agency) is an intergovernmental organisation established by the Convention approved by the Conference of plenipotentiaries of its Member States on 30 May 1975 and which entered into force on 30 October 1980.
- H. Article II of the Convention assigns to the Agency the task to promote cooperation in space research and technology and their space applications and to elaborate and implement activities and programmes in the space field.
- I. The Agency manages a technology transfer initiative to encourage the utilisation of space technology for general non-space industrial,

scientific and commercial uses.

- J. As part of the technology transfer initiative the Agency has set up the ESA Business Incubation Centre's (ESA BICs) initiative to enable start-up companies (incubatees) to receive comprehensive commercial and technical assistance in order to set up their business using space technology for such general non-space industrial, scientific and commercial uses.
- K. The Agency has chosen to implement and manage the ESA BIC Lazio through ESTEC contract and its applicable Work Orders.
- L. BIC Lazio and the Agency have been cooperating to put into effect the above mentioned initiative on the basis of an agreement signed on 07<sup>th</sup> November 2011.
- 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. ASI and the Agency have established an "Agreement between the Agenzia Spaziale Italiana and the European Space Agency on cooperation concerning the Technology Transfer and the BIC Italy" signed in Paris on 13/3/2013.



- P. ESA BIC Lazio is partly funded by the European Space Agency and by the Italian Space Agency as established in the aforementioned Agreement.
- Q. The Incubatee took part in the ESA BIC selection campaign N° ..... with tender evaluation board (TEB) held on ..... and he was admitted to participate in the ESA BIC Lazio incubation program.
- R. The Incubatee wishes to participate in the ESA BIC and benefit from the assistance which may be offered to it through the provisions of this Contract.
- S. As part of the assistance offered to the Incubatee, BIC Lazio and the Incubatee will sign a contract for the provision of incubation services including the provision of office accommodation and related services to the Incubatee (see Table of incubation services).

## **IT IS AGREED AS FOLLOWS**

### ***Article 1 - Preamble***

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

### ***Article 2 – Contractual Baseline***

#### **2.1. Definitions**

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

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

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

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

“CCN” shall mean a contract change notice.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2.2 Contractual baseline

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

2.2.1 This Incubation Contract;

2.2.2 The table of incubation services as set out in Appendix 2.

2.2.3 The Agency’s Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Appendix 3

2.2.4 The Incubatee's Business Activity Proposal ref....., , dated .....  
**Version ....., not attached hereto but known to both Parties.**

### **Article 3 – Subject of the Contract**

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

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

#### **Article 4 – Activity of the Incubatee**

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

##### **4.1 Documentation**

###### **4.1.1 Mid Term Report**

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

###### **4.1.2 Business Plan**

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

###### **4.1.3 Final Report and Executive Summary**

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

(b) The Business Plan, the Final Report and the Executive Summary shall be delivered by the Incubatee to BIC Lazio in 3 copies (2 paper copies and 1 electronic copy).

## 4.2 Other Deliverables

As part of the Incentive Scheme, it is expected from the Incubatee to deliver proof of the developed product or service. It is to be delivered to BIC Lazio through.....

### 4.2.1 Software

In the event the Incubatee develops software under the incubation programme, BIC Lazio shall receive from the incubatee a copy of the software in source code form, it being understood that THE AGENCY shall keep the source code under confidentiality provisions, for purposes of auditing only.

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

### 2.2.2 Hardware

- (a) In the event that the Incubatee develops any hardware during the Contract Term and as part of its Activity, it shall deliver to BIC Lazio a copy of the hardware in a form to be agreed with BIC Lazio.

(b) In the event it is not feasible to deliver the hardware, BIC Lazio is entitled to request the Incubatee to loan the hardware to BIC Lazio and/or THE AGENCY and/or ASI for the purposes of displaying it in an exhibition or for the BIC Lazio and/or THE AGENCY and/or ASI's promotional purposes for a period of five (5) years from the end of the Contract Term or from the cancellation of this Contract, unless otherwise agreed in writing by the Parties.

(c) Any photographs and visual presentations (i.e. an automatic slide show and/or video trailer) of any hardware developed by the Incubatee during the Contract Term and as part of its Activity shall be delivered to BIC Lazio and/or THE AGENCY and/or ASI during and at the end of the Contract Term or upon the cancellation of this Contract, unless otherwise agreed in writing by the Parties.

## **Article 5 – Agency's undertakings**

### **5.1 Technical Support**

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

a maximum of ...hrs during the contract term.

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

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

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

## 5.2 Equipment

[It is not foreseen THE AGENCY, ..., .....will loan the Incubatee any equipment].

[OPTION: In case the activity foresees the loan of [indicate one of the parties above].....'s equipment, the following provisions shall apply]

(a) For the purposes of this Contract the ..... will loan to the Incubatee the following equipment and components necessary for and directly related to the Activity of the Incubatee:

[Full details of the equipment to be provided by the .....].

(Altogether referred to as "Equipment")

(b) The duration of the loan of the Equipment shall be the Contract Term, unless a shorter period is agreed between the parties.

(c) The following provisions shall apply to the loan of the Equipment:

- a. ownership of the Equipment shall remain with the [indicate the party as defined above];.....;
- b. the Incubatee shall be responsible for the Equipment and its safekeeping and maintenance;

c. the Incubatee shall not alienate the Equipment or use it for purposes other than those specified in this Contract;

d. in the event of the loss, damage or destruction of the Equipment, except damage through proper use, wear and tear or caused by a representative or an employee of the respectively proprietary, the Incubatee shall be required, to replace or to repair at his own expense the lost, damaged or destroyed Equipment issued to the Incubatee, or to refund its value to the respectively proprietary;

e. the Incubatee shall be required to keep a permanent inventory and utilisation account of the Equipment placed under the Incubatee's control by the [indicate party mentioned above]..... and, unless already marked by one of them, shall mark the equipment and components in an unambiguous way as being the property of the [indicate party mentioned above];.....; and

f. the Incubatee shall not use such Equipment in combination with other Equipment to produce a separate article.

(d) For the purposes of Article 5.2(c), a delivery document attached to the respective Equipment provided on loan shall stipulate its price, and provide for the possible revision of that price as agreed between the Parties.

(e) The Equipment shall be returned to THE AGENCY by the Incubatee, in the same condition as it was in when the Incubatee received it from THE AGENCY, apart from normal wear and tear, at the end of the Contract Term or upon the cancellation of this Contract.

(f) [Further provisions depending on the type of Equipment being loaned]



### 5.3 Software

[It is not foreseen THE AGENCY, .....and .....will loan the Incubatee any equipment.]

[OPTION: In case the activity foresees the loan of [indicate one of the parties above].....'s software, the following provisions shall apply]

(a) For the purpose of this Contract THE AGENCY will provide the Incubatee with the following software necessary for and directly related to the Activity of Incubatee:

[Full details of the software to be provided by the ..... ]

(altogether referred to as “Software”)

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

(c) [Further provisions depending on the type of Software being provided.]

### **Article 6 – Incubator opening hours**

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

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

### ***Article 7 – Terms for the Enjoyment of Services***

The Incubatee expressly agrees to:

- 1) Make use of the services under Article 3 with the diligence of a reasonable and prudent man, and keep in good condition all structures and equipment in the Incubator made or installed for the rendering of the services. In any case, the Incubatee shall compensate BIC Lazio 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/m<sup>2</sup>, 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.).

Within 15 days from contract signing, the Incubatee shall deliver copies of all permits and/or administrative licences and necessary authorisations for the performance of its activity to BIC Lazio, 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 and submit, no later than 15 (fifteen) days after the signing of this contract, an insurance policy against civil liability, other risks, with a maximum insured amount of EURO 1,000,000.00 (one million/00).

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 BIC Lazio .

In the event of a claim, the Incubatee must, under penalty of termination of the contract, notify within three days by telegram BIC Lazio, 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 BIC Lazio 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) Actively participate in the activities agreed upon and be fully available and cooperative to the persons providing the services. To this regard, BIC Lazio reserves the right to monitor the development of the Incubatees' activities to effectively provide the services agreed upon.

#### **Article 8 - Escrow**

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

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

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

#### ***Article 9 – Disclaim of Responsibility***

BIC Lazio, 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 BIC Lazio, the Agency and ASI from all possible claims for damages or other, and since now agrees to waive all recourse against BIC Lazio, the Agency and ASI.

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

#### ***Article 10 – Autonomy of the Parties***

The Incubatee, BIC Lazio, 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 BIC Lazio, 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 BIC Lazio, the Agency and ASI, except as stated in the next Article 17.
- C. The management of the Incubatee's undertaking solely and exclusively pertains to the Incubatee's Administrators and Corporate Bodies.
- D. BIC Lazio, the Agency and ASI shall not interfere in any manner whatsoever in the Incubatee's managerial choices and exclusively supply the services object of this Contract.

#### ***Article 11 – Polluting Waste***

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

### **Article 12 – Tax and Duties**

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

### **Article 13 - Duration**

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

The Incubatee may only ask BIC Lazio for extending the duration of the contract for additional three years, as Alumnus of the ESA BIC Lazio Programme and according to the rules of incubation applied to the ITech incubator by BIC Lazio.

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 BIC Lazio.

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

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

### **Article 14 – Meetings and reporting requirements**

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

## **Article 15 – Financial contribution and payment**

### **15.1. Financial Contribution**

15.1.1 The ..... total financial contribution to the Activity amounts up to:

..... EUR (XXXXXXXXXX EURO for IPR & product development)

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

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

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

### **15.2 Payment Terms**

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

### **15.3 Categories of Payment**

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

#### 15.3.1 Advances and Progress Payments

- (a) BIC Lazio, THE AGENCY and ASI may authorise progress payments in connection with this Contract.
- (b) Progress payments are not final payments and shall be deducted from the sums due to the Incubatee under this Contract.
- (c) The final payment shall not be less than 25% of the total financial contribution.
- (d) Except with the specific agreement of the Agency, ASI and BIC Lazio, the Incubatee shall not divert to uses not provided for in this Contract any material or services in respect of which advances or progress payments have been made. In the event of any violation of this provision THE AGENCY, ASI and BIC Lazio reserve the right to require the return of the advances or progress payments without prejudice to its rights under Article 16.

#### 15.4 Final Settlement

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

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



- a) receipt by ..... of all relevant invoice(s) from the Incubatee with a clear indication of all the invoices paid with the funding provided under this contract; and
- b) certification by BIC Lazio of the satisfactory completion of the Activity under this Contract.

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

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO
PROGRESS: upon acceptance by ..... of the deliverables due on MTR		
FINAL: upon acceptance by THE AGENCY, ASI and BIC Lazio of all Deliverables under the contract, including the hardware and software and upon acceptance by ..... of the Incubatee's Conversion Proposal		.....or finally certified firm fixed price minus (Advance + Progress) payments

## 15.5 Invoices, place and payments

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

15.5.2 Payments shall be made by ..... in EUR to the account specified by the Incubatee, see Article 15.1.1 hereabove. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). Payments shall be considered as effected on time if the ..... orders of payment reach its bank within the payment period stipulated in Article 15.4.3 above.

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

#### **Article 16 – De minimis aid**

16.1 Any aid granted to the Incubatee that is provided under this Contract to the Incubatee by ESA BIC Lazio Programme falls under the terms of EC Regulation 1998/2006 of 15th of December 2006 on the application of Articles 87 and 88 of the EC Treaty to ‘de minimis aid’.

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

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

## ***Article 17 - Publicity and visual identity of incubatees***

### **17.1 Publicity**

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

17.1.2 None of the ESA BIC Lazio partners shall produce or disseminate any form of communication material, press releases or other publicity documents which are intended by the ESA BIC Lazio partners 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.

17.1.3 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 ..... or any aspect of ..... 's activities, or permit any Third Party to do so, without

the prior written consent of .....’s contractual representative or his duly authorised representative.

17.1.4 .....shall not produce or disseminate any form of communication material, press releases or other publicity documents which are intended by .... 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.

## 17.2 Visual Identity of the Incubatee

17.2.1 The Incubatee shall not use the official emblem of ESA BIC Lazio or any other logo or trademark which may be owned or used by ..... for any purpose whatsoever without approval.

17.2.2 The Incubatee may place the logo attached in Appendix 6 and the following text line, in full and without amendment, on its promotional material and publicity documents, including exhibition and conference material and its internet site, and also on its products (including prototypes) and other material which it produces:

“[name of incubatee to be inserted]“..... participates in the ESA Business Incubation Centre Lazio”, referred to as the “Text Line”.

Use of the Text Line by the Incubatee shall be subject to the following conditions:

(a) the Incubatee shall submit to .....’s contractual representative or his duly authorised representative for prior written approval all promotional material, publicity documents, products and other materials, or samples of them, on which the Text Line is to appear or is intended to be used, which approval may be withheld or withdrawn from any material, products or documents at any time at .....’s discretion;

(b) the prior approval of ..... for the use of the 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 ..... of the compatibility of materials produced by the Incubatee with applicable law and regulations, and the Incubatee shall refrain from using any statements which could suggest otherwise;

(c) any use of the 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 .....’s contractual representative or his duly authorised representative; and

- (e) no use of the Text Line shall be made in connection with material, products or documents that:
- a. constitute an infringement of law and/or legal provisions;
  - b. undermine the reputation and dignity of the Agency or ESA BIC Lazio partners; and
  - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

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

17.2.4 The use by the Incubatee of the Text Line shall terminate upon the cancellation or expiry of this Contract as described in Article 16.

## **Article 18 – Intellectual property**

### **18.1 Ownership**

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



18.1.2 All rights pertaining to any results arising out of the Activity performed under this Contract shall belong to the Incubatee.

## 18.2 Foreground and Background IPR

-Software that is considered THE AGENCY's Foreground shall not be subject to royalties;

-Software that is considered Background shall be disclosed to the Agency and to BIC Lazio before contract signature and if duly recognized shall not be subject to Section 18.3 here below. In pursuance to the above, the following is recorded:

a) [OPTION] No Background Intellectual Property Rights have been identified by the incubatee.

[OPTION] the Agency, on the basis of evidence provided by the Incubatee recognises the following information to be provided by the incubatee as Background Intellectual Property:

.....

b) If the Contractor, after the signature of the Contract, invokes the existence of any [additional] Background Intellectual Property to be used for the purposes of the present Contract, the Contractor shall provide conclusive evidence to the Agency and to BIC Lazio of the existence of this Background Intellectual Property and shall justify the reasons for which the existence of

this Background Intellectual Property was not invoked before the Contract signature.

If conclusive evidence and appropriate justification are provided by the Contractor, the Parties shall formalise a Contract Change Notice to specify in detail which Information has been recognised as Background Intellectual Property.

Conversely, if such evidence and justification are not provided, all information delivered shall be deemed as having been generated in the frame of the Contract.

### 18.3 Use of Intellectual Property Rights by the Agency:

If the Agency or its Member States require the use of Intellectual Property Rights generated under the incubation contract, owned by the Incubatee as described in Article 12.1.1 of this contract, for the performance of the Agency programmes in the field of space research and technology and space applications, the Incubatee shall be contacted and offered the work. If within 60 days following the Agency's request, the Incubatee does not decide to or for any reason is not able to confirm its willingness to undertake the requested work, the Agency is automatically entitled to a worldwide, free of charge, irrevocable, transferable, non-exclusive licence to use such Intellectual Property Rights, which licence shall be limited to the territories of the Agency's Member States, with the right to grant sub-licenses in the source code. In this case, the Agency and its Member States have the irrevocable right to enter into negotiations with and award such contract to or place any other kind of agreement with a third party. The same applies:



- in case the Incubatee does not submit a quotation within the adequately determined tendering period set by the Agency, or
- in case that, following a quotation by BIC Lazio, negotiation fail despite all reasonable efforts made in good faith by the Agency and BIC Lazio.

In case the Agency continues the development with a third party a new branch of the source code shall be created.

18.4 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 18.1.1 of this contract, to an assignee the Incubatee shall ensure that the Agency's and its Member States' rights, as set out in Article 18.2.1 of this contract, are reassigned to the new assignee.

18.5 Transfer of Intellectual Property Rights outside the Agency's Member States:

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

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

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

- the first year € ..... (..... / 00) plus VAT of the law;
- the second year € ..... (..... / 00) plus VAT of the law;

In the event of subsequent extension of the contract:

From the third year onwards € ..... (..... / 00) plus VAT of the law.

These amounts are to be paid to BIC Lazio 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 BIC Lazio every two months.

#### **Article 20 – Penalties**

Should the Incubatee not release the previously available space in the terms stated in the above Article 13, the Incubatee shall pay a penalty equal to € 100.00 (a hundred/00) for each day of delay to BIC Lazio, with no prejudice to compensation of other damages, also deriving from the impossibility of other firms to have access.

#### **Article 21- Withdrawal**

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

#### **Article 22 – Monitoring**

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

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

- send copy to BIC Lazio 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 BIC Lazio substantial changes that may occur during the project in incubation;

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

## **Article 23 – Changes to this contract**

### **23.1 Introduction of a Change**

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

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

### **23.2 Approval or Rejection of the Change Proposal**

23.2.1 Should the change proposal be approved by ....., a corresponding CCN shall be prepared by .....’s contractual representatives as stated in Article 9.3(b) and submitted to both Parties for signature.

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

### 23.3 Implementation and Status of an Approved CCN

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

## **Article 24 – Post incubation management**

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

Mr. Gabrio Boerci

E-mail: [Gabrio.Boerci@esa.int](mailto:Gabrio.Boerci@esa.int)



ESTEC

Tel.: +31(0) 71 565 3202

P.O. Box 299,

Fax.: +31(0) 71 565 6635

2200 AG Noordwijk, NL

#### **Article 25 - No Assignment Clause**

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

#### **Article 26 – Explicit Termination Clause**

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

- the Incubatee breaching that established in Articles 4, 22 and 25 above;
  - the Incubatee unilaterally changing the activity specified in the application or being incompliant with application data;
- or
- failure on the part of the same data contained therein;
- late payment, for a period exceeding thirty days, or failure to pay the escrow referred to in Article 8;
  - late payment, for a period exceeding six months, even only one of the amounts due under this Contract;
  - failure to submit to BIC Lazio insurance policies referred to in art. 7 within the agreed limits and according to the indications of BIC Lazio;

- failure to comply with the terms of individual insurance policies;
- Loss of validity of authorisations, permits or licences referred to in Article 7 above;
- transfer of the company or part of it;
- loss of the condition of micro, small or medium-sized undertaking as under point E of the preamble;
- incompliance with the regulations set forth in this Contract and attachments hereto;
- protests of bills or cheques against the Incubatee; the Incubatee being declared bankrupt or involved in insolvency proceedings.

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

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

#### **Article 27 – Final Provisions**

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

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

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

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

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

#### **Article 28 – Jurisdiction**

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

#### **Article 29 - Attachments**

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

- Attachment A: "INCUBATOR MAP

Rome,

BIC Lazio S.p.A.

The President

.....

The Incubatee

.....



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

BIC Lazio S.p.A.

The Incubatee

The President

.....

.....

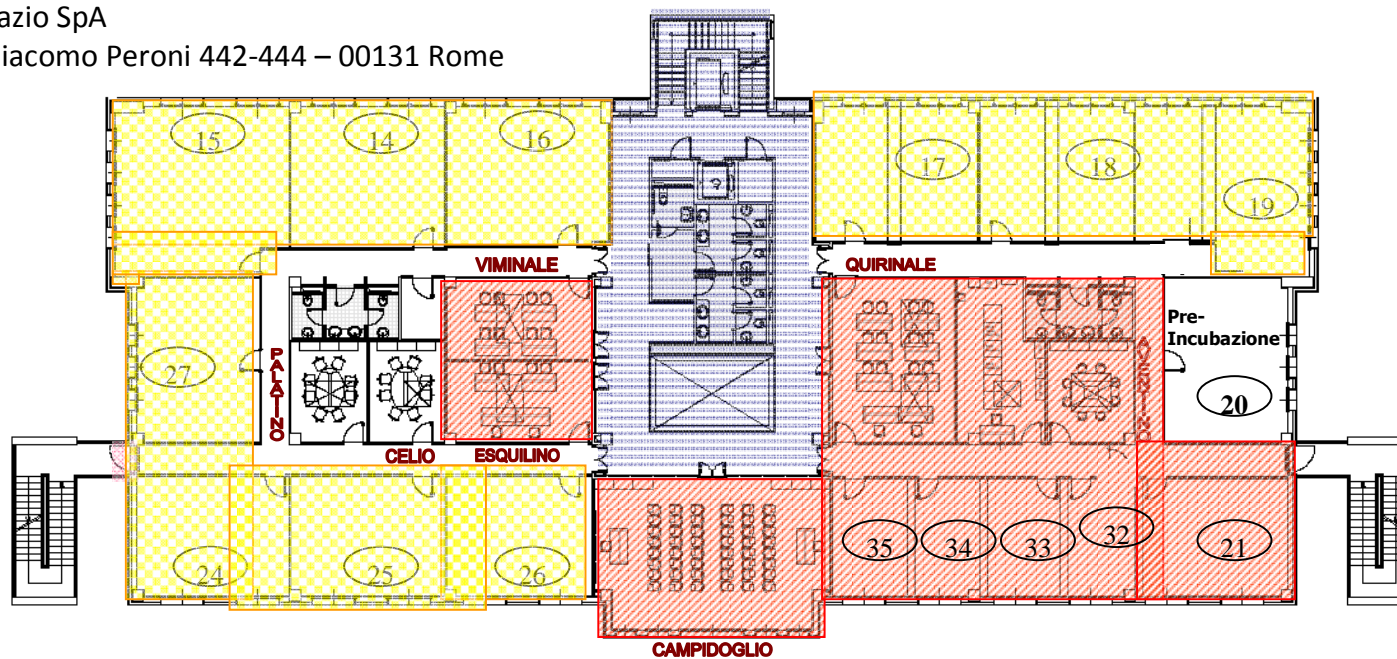






## ATTACHMENT 1

First floor plan ITech Incubator

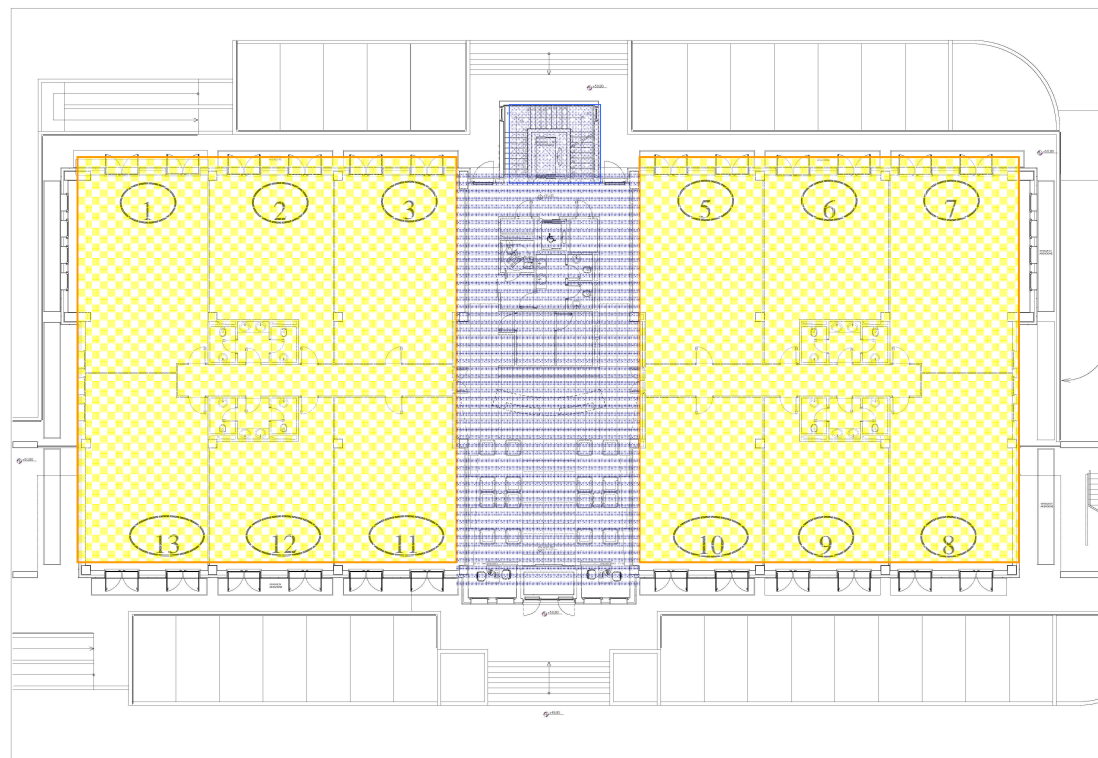
BIC Lazio SpA

Via Giacomo Peroni 442-444 – 00131 Rome





- Legenda :
-  Aree BIC Lazio
  -  Aree comuni
  -  Aree incubati
  -  Area Preincubazione

Ground floor plan ITech Incubator  
BIC Lazio SpA  
Via Giacomo Peroni 442-444 – 00131 Rome



Legenda :

-  Aree comuni
-  Aree incubati

## **APPENDIX 1):**

### **PRIVACY POLICY AND CONSENT TO PERSONAL DATA TREATMENT**

**Information note ex Article 13 of Legislative Decree no. 196 of 30 June 2003 and associated consent. The following information is supplied pursuant to Article 13 of Legislative Decree no. 196 of 30 June 2003.**

#### **Purposes of Treatment**

- Fulfilment of contract obligations;
- Provision of the services mentioned in the contract entered with BIC Lazio SpA, ESA and ASI;
- Provision of services upon request;
- Addition to the mailing list of BIC Lazio SpA, ESA and ASI.;
- Transmission of updates and/or information and promotional material from BIC Lazio SpA, or from ESA or from ASI or from the regional network companies, the list of which can be viewed in the Regione Lazio website;
- Promotional initiatives to meet other firms, about networking events, and transmission of newsletters;
- Press office actions (interviews, audio-video shootings, invitations to events and others);
- Updating of the dedicated sections in the websites [www.biclazio.it](http://www.biclazio.it), [www.esa.int](http://www.esa.int), [www.asi.it](http://www.asi.it).

To the purposes of treatment as above, we may get to know 'sensitive' data as defined by Legislative Decree no. 196 of 30 June 2003, revealing racial or ethnic origin, religious or philosophical beliefs or of other kind, political opinions, membership to political parties, trade unions, associations or organisations with a religious, philosophical, political or trade—unionist character, health condition and sexual life.

#### **Modes of Treatment**

Obviously, treatment modes and criteria will be connected to and required for the achievement of the purposes specified. Treatment consists in operations or a set of operations including collection, registration, organisation, filing, consulting, processing, change, selection, extraction, comparison, use, interconnection, blocking, communication, erasure and destruction of personal data.

Treatment will be effected manually on paper media as well as through computerised systems used to process and file personal data.

#### **Nature of Submittal**

Submittal of personal data is necessary to fulfil contract obligations and provide the services offered by BIC Lazio S.p.A. It is optional for pursuing other purposes.

#### **Consequences of Refusal to Submit Requested Data and Consent to Treatment**

Refusal to submit personal data, submittal of wrong personal data and/or lack of consent to treatment entail the impossibility to fulfil contract obligations and supply the services mentioned in the Contract.

#### **Sharing and Disclosure**

The personal data being treated may be known by the processors and persons in charge whose names are written in the updated list of data processors and persons in charge. The list can be viewed at the General Secretary Office of BIC Lazio S.p.A.

The personal data being treated may be communicated to:

- The EUROPEAN SPACE AGENCY (ESA) for the performance of the activities connected to the Technology Transfer Programme;
- The ITALIAN SPACE AGENCY (ASI) for the performance of the activities connected to the Technology Transfer Programme;
- Tutors or consultants outside BIC Lazio SpA insofar as regards provision of advisory services;
- Regional network companies that are listed in the Latium Region website;

- Other firms of the BIC Lazio SpA circuit and other subjects involved in the networking activities;
- Other external subjects with which BIC Lazio SpA might start cooperation (professional associations, institutions, and other firms).

The personal data being treated may be disclosed and then known by an undefined number of subjects.

#### **Transfer of Personal Data Abroad**

Personal data can be transferred to EU Countries and third non-EU countries, under the policy protecting your rights.

#### **Rights of Data Subjects**

You can claim your rights according to Articles 7, 8, 9 and 10 of Legislative Decree no. 196 of 30 June 2003 by contacting the Data Controller or the Processor.

In particular, Article 7 entitles data subjects to specific rights among which the right to obtain from the Controller the confirmation whether their personal data exist or not, and have such data made available in an intelligible form. Data subjects have the right to know data origin, purposes and modes of treatment, logics applied to treatment, identification data of both the Controller and persons who can get to know personal data. Data subjects also have the right to obtain data updating, rectification and integration, erasure, transformation into a nameless form or blockage of data treated against the law. Data subjects are entitled to oppose data treatment for lawful reasons.

#### **Data Controller and Data Processors**

BIC Lazio S.p.A., with registered office in Rome - via Casilina 3/T; tel. +39069784501, e-mail [privacy@biclazio.it](mailto:privacy@biclazio.it); is the Data Controller; its General Manager, e-mail: [privacy@biclazio.it](mailto:privacy@biclazio.it) is the Data Processor. The updated list of data processors can be viewed at the General Secretary Office of BIC Lazio S.p.A.

### **CONSENT**

By his/her signature below, the undersigned data subject, fully aware of the privacy policy detailed above and in relation with it, freely and expressly consents to the treatment of his/her personal data. This consent also covers the treatment of sensitive data.

Rome, ...../...../.....

Stamp

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 servicw	<b>ESA BIC Lazio Incubation</b>
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 (BIC Lazio)**

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
Additional on demand IT services (invoiced on consumption)	Monthly rate (VAT excl)
A digital telephone line, including direct phone number and phone number M725 with display, speakerphone, 4 buttons, anthracite	12,00
An analogue telephone line	9,00
Additional public IP	20,00
One virtual server on ESXi platform (features to be agreed)	To evaluate on single project

#### Maximum N° of telephone lines

- Two analogue lines
- Six digital lines

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

### Telephone prices table

Costs telephone use charged in cents Euro per minute (VAT excluded)	Euro
No connection fee, charging seconds of actual conversation	
Local	1,05
National	1,05
Mobile to Italy	9,98
United Kindom	4,50
France. Germany. Switzerland (including Liechtenstein), the Netherlands, Canada, United States of Americ & (all states). Austria, Belgium, Denmark, Finland, Greece. Ireland. Luxembourg, Malla, Norway. Portugal (Azores and Madeira mcl.). Principality of Monaco, Czech Republic, Spain (inl, Andorra), Sweden. Hungary	5,10
Australia. Albania. Bosnia Herzegovina, Bulgaria, China, Cyprus, Croatia. Estonia. Faroe, Japan. Gibraltar, Hong.Kong. Iceland Yugoslavia (Serbia and Montenegro). Latvia. Libya. Lithuania. Macedonia. Morocco, Moldova, New Zealand. Polonia.Rep. Slovak. Romania. Slovenia, Turkey. Ukraine	10,20
Algeria, Byelorussia, Russia, Tunisia	18,54
Argentina. Brazil. South Korea, Israel, Singapore, Taiwan, Venezuela	27,09
Egypt, the Philippines, India, Indonesia, Maiaysia, Mexico, South Africa, Thailand Armenia, Saudi Snudia, Azerbaijan, Bahrain Bolia. Chile, Colombia, Costa Rica. Ecuador, El Salvador, United Arab Emirates, Georgia, Jordan, Greenland, Guatemala, Honduras, Iran, Iraq, Kazakhstan, Kyrgyzstan, Kuait, Lebanon. Nicaragua. Oman, Panama. Paraguay. Peru. Gaia. Syria. Tajikistan. Turkmenislan, Urucua 'Uzbekistan, Yemen	40,59

Cuba Somalia, Rest of the World	81,18
Mobile to UK	21,30
Mobile To: Francia. Germania. Svizzera (compreso Liechtenstein), Paesi Bassi Canada, Stati Uniti d'America (tutti gli stati). Austria, Belgio, Danimarca, Finlandia Grecia. Irlanda. Lussemburgo, Malle, Norvegia. Portogallo (incl. Azzorre e Madeira). Principato di Monaco, Rep. Ceca, Spagna (incl. Andorra), Svezia. Ungheria Australia. Albania. Bosnia Erzegovina, Bulgaria, Cina Rep. Pop.. Cipro, Croazia. Estonia. Faeroer, Giappone. Gibilterra, Hong Kong. Islanda Jugoslavia (Serbia e Montenegro). Lettonia. Libia. Lituania. Macedonia. Marocco, Moldavia, Nuova Zelanda. Polonia. Rep. Slovacca. Romania. Slovenia, Turchia. Ucraina	20,25

Rome,

BIC Lazio S.p.A.

The Incubatee

The President

.....

.....

## **APPENDIX 3**

### **STANDARD REQUIREMENTS FOR MANAGEMENT, REPORTING, MEETINGS AND DELIVERABLES**

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

#### **1. CONTRACTUAL BASELINE**

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

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

#### **2. MANAGEMENT**

##### **2.1 General**

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

##### **2.2 Communications**

All communications sent by the Incubatee to ..... shall be addressed to .....’s representatives nominated in Article 9.3 of this Contract.

#### **3. REPORTING**

##### **3.1 Minutes of Meetings**



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

### 3.2 Progress Reports

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

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

### 3.3 Problem Notification

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

## 4. MEETINGS

### 4.1 Kick-off Meeting

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

### 4.2 Mid Term Review

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

### 4.3 Additional Meetings

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

### 4.4 Notice and Agenda for Meetings

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

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

## **5. DELIVERABLES**

### **5.1 Documentation to be delivered**

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

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

5.1.1 in electronic form on computer readable media (e.g. PDF-format, CD-ROM, DVD-ROM) as agreed by ....., and in other exchange formats where relevant (e.g. HTML); and

5.1.2 in one (1) paper copy.

The draft version of the documentation shall be sent to .....’s technical representative in one (1) electronic copy for approval not later than two (2) weeks before the documentation is to be presented.

### **5.2 Mid Term Report**

The Incubatee shall document in detail the status of its technical and commercial progress in relation to the Activity in the Mid Term Report and confirm the feasibility of the Activity. The Mid Term Report shall furthermore contain all invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 4 of this Contract. The Mid Term Report shall be presented by the Incubatee to ..... at the Mid Term Review. The Incubatee shall submit the presentation of the Mid Term Report to ..... two (2) weeks in advance of the Mid Term Review meeting.

### **5.3 Final Report**

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

- (a) lessons learned;
- (b) details of the support received from ..... and/or any other support entity ESA BIC ..... partners;

- (c) contacts established;
- (a) description of technical developments;
- (b) financial details;
- (c) all invoices relevant to the Third Party Services obtained by the Incubatee in accordance with Article 4 of this Contract.
- (g) licences granted and patent filings and applications;
- (h) photographic documentation
- (i) ... *[further input by ..... required on a case by case basis]*

#### 5.4 Executive Summary to the Final report

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

#### 5.5 Business Plan

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

#### 5.6 Annual Performance Report

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

#### 5.7 Photographic Documentation

Photographic documentation comprises photographs of events organised by the Contractor and photographs of hardware under manufacture by the

Techno-starters showing major progress, as well as of tests and test set-ups. Videos presenting the functioning of hardware/test set-up and relating test activities may also be included in this category.

#### 5.8 Software (including computer programmes)

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

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

#### 5.9 Hardware

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

## **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 (€)
<b>Total (€)</b>	

#### **Output**

#### 4. Planning of tasks/work packages, next phase

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

**Task/Work Package #**

**Objectives**

**Sub-tasks**

**Costs**

Sub-tasks	Costs (€)
<b>Total (€)</b>	

**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			
<b>Total</b>			

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									
<b>Total</b>									
<b>BPD+TPA</b>									



#### 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**

Sub-tasks	Costs (€)
<b>Total (€)</b>	

##### **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);

		Expected amount at Final Review		Real Costs		Difference in €		Difference in %	
WP	Task Name	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



**business  
incubation  
centre**

Lazio  
managed by  
BIC Lazio SpA

## ***Section 4: Additional Information***

### **Section 4.1: Request for Loan Facility**

Reserved for ESA BIC Lazio approved techno-starters.

ESA Business Incubation Lazio has joined forces with banks affiliated to the incubation programme to offer a pre-seed loan to techno-starters. This loan is only available upon the participation of an Open Call applicant to the ESA BIC Lazio programme.

As part of your admission to ESA BIC Lazio programme, you may apply for a loan facility to be negotiated with such banks on a case by case basis. When you apply for the loan you will receive a Loan proposal. The banks reserve the right to ask additional information if deemed necessary in order to assess the Applicant's entitlement to the loan and also for standard banking procedures.

The Applicant must be eligible to participate in the ESA BIC Lazio programme.

The Entrepreneur(s) has joint personal liability in the case of a corporate entity.  
The loan will be made upon a milestone payment plan agreed with the bank.