

## INCUBATION CONTRACT

Between:

Science Park Graz, (hereinafter called the “ESA BIC Austria Management company”),

located at: Stremayrgasse 16/IV, 8010 Graz, Austria

Through the ESA Business Incubation Centre in Austria, (hereinafter called "ESA BIC Austria"),

Represented by Mag. phil. Martin Mössler, MSc (LSE), its Managing Director,

of the one part,

And:

[XXXXXX],

whose Registered Office is at: [XXXXXX],

whose Trade Register Number in Austria is: [XXXXXX],

(hereinafter called the “Incubatee”)

Represented by [XXXXXX], its [role according to Firmenbuch or similar]

of the other part,

(together, hereinafter referred to as the “Parties” or individually as a “Party”)

Commencement Date: [Day] of [Month] 20XX

Contract End Date: [Day] of [Month] 20XX

the following has been agreed:

## **PREAMBLE**

1. WHEREAS 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.
2. WHEREAS 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.
3. WHEREAS the Agency manages a technology transfer initiative to encourage the utilisation of space technology for general non-space industrial, scientific and commercial uses.
4. WHEREAS 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.
5. WHEREAS the Agency has chosen to implement and manage the ESA BIC Austria through an ESA contract.
6. WHEREAS ESA BIC Austria is partly funded by the European Space Agency, the Austrian Research Promotion Agency (FFG), the Styrian Business Promotion Agency (SFG), the City of Graz, the Federal State of Lower Austria, the Federal State of Salzburg and Steiermärkische Sparkasse.
7. WHEREAS Science Park Graz is the headquarters, manager and coordinator of ESA BIC Austria and implements the programme with local, regional and national partners. Science Park Graz also acts as Incubator for the start-ups located in the Federal State of Styria.
8. WHEREAS Science Park Graz and accent Inkubator GmbH signed a Cooperation Agreement where accent Inkubator GmbH acts as Incubator for the start-ups located in the Federal State of Lower Austria.
9. WHEREAS Science Park Graz and Innovation Salzburg GmbH signed a Cooperation Agreement where Innovation Salzburg GmbH acts as Incubator for the start-ups located in the Federal State of Salzburg.
10. WHEREAS the Incubatee wishes to participate in ESA BIC Austria and benefit from the assistance which may be offered to it through the provisions of this Contract.
11. WHEREAS, as part of the assistance offered to the Incubatee, the respective applicable Incubator and the Incubatee will sign a rental agreement (Domiciliation and Services Agreement) of even date with this Contract for the provision of office accommodation and related equipment and services to the Incubatee.

## **ARTICLE I - CONTRACTUAL BASELINE**

### **I.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 Austria, 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 Addendum I, section 5.6.

“Business Plan” shall have the meaning set out in Addendum I, section 5.5.

“Business Support” shall have the meaning set out in Article 3.2”

“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, as set out in Article 5.

“Confidential Information” shall have the meaning set out in Article 11.2.

“Contract” shall mean an agreement between Science Park Graz / ESA BIC Austria and the Incubatee regulating the Activity.

“Contract End Date” shall mean the date that this Contract shall come to an end, as set out in Article 5.

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

“Cost Report” shall mean a report detailing all costs incurred in relation to the Activity, to be submitted by the Incubatee to Science Park Graz / ESA BIC Austria.

“Deliverables” shall have the meaning set out in Article 2.

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

“Equipment” shall have the meaning set out in Article 3.3.

“ESA BIC Austria” shall have the meaning set out in the Preamble.

“Executive Summary” shall have the meaning set out in Addendum I, 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 Addendum I, section 5.3.

“Incentive Scheme” shall mean a cash contribution to the Incubatee provided partly by the Agency and partly by a local co-funding partner. There shall be no requirement for the

Incubatee to pay back the received incentive to the Agency as long as corresponding expenses are eligible. The Agency's part of the incentive is considered as payment for procurement according to the conditions set out in the Incubation Contract signed between ESA BIC Austria and the selected Incubatee.

"Incubator" means a company providing Business, Legal/IPR and Technical support and office accommodation to Incubatees.

"Intellectual Property Rights" shall mean all rights in copyright, patents, know-how, Confidential Information, database rights, rights in trademarks 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 2.1.1.

"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 whatsoever for the duration of the Contract Term.

"Technical Support" shall have the meaning set out in Article 3.1.

"Tender Evaluation Board recommendations" shall have the meaning set out in Article 2.2.4.

"Tender Evaluation Board conditions" shall have the meaning set out in Article 2.2.4.

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

"Third Party Services" shall have the meaning set out in Article 4.

## 1.2 Contractual baseline

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

- 1.2.1 This Incubation Contract;
- 1.2.2 The Agency's Standard Requirements for Management, Reporting, Meetings and Deliverables as set out in Addendum I;
- 1.2.3 The rental agreement (Domiciliation and Services Agreement);
- 1.2.4 The Minutes of the Contracting meeting held on [Day] of [Month] 20XX, not attached hereto but known to both Parties;
- 1.2.5 The Incubatee's Business Activity Proposal ref. [XXX], submitted on [Day] of [Month] 20XX, Version [XXX], not attached hereto but known to both Parties.

## **ARTICLE 2 – 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:

### **2.1 Documentation**

#### **2.1.1 Mid Term Report (MTR)**

At Mid Term, the Incubatee shall provide to ESA BIC Austria representatives, described in Article 9.3, 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 Addendum 2 and 3 herein.

#### **2.1.2 Business Plan**

The Business Plan shall be provided to Science Park Graz / ESA BIC Austria technical representative stated in Article 9.3 in electronic format, not later than the Contract End Date.

#### **2.1.3 Final Report, Cost Report and Executive Summary**

- (a) At least one (1) month prior to the Contract End Date, the Incubatee shall provide Science Park Graz / ESA BIC Austria with draft versions of the Final Report, Cost Report and the Executive Summary. ESA BIC Austria shall have two (2) weeks to review the draft documents and provide comments on each to the Incubatee. The Incubatee shall then have the remaining two (2) weeks in which to produce the final version of the Final Report, Cost Report and the Executive Summary and submit them to Science Park Graz / ESA BIC Austria. Templates are provided in Addendum 2 and Addendum 3 herein.
- (b) The Final Report, Cost Report and the Executive Summary shall be delivered by the Incubatee to Science Park Graz / ESA BIC Austria in electronic format.

### **2.2 Other Deliverables**

As part of the Incentive Scheme, it is expected from the Incubatee to deliver proof of the developed product or service, a Marketing Kit, as well as to address the Tender Evaluation Board recommendations and conditions.

#### **2.2.1 Software**

- (a) In the event the Incubatee develops software under the incubation programme, the Agency shall receive from ESA BIC Austria a copy of the software or demonstrator (either a sample version of the application or a video with live demonstration of the software in action).
- (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 the Agency or its Member States require the use of the software for its own requirements, the Incubatee shall be asked to expressly authorize such use, the terms and conditions of such use to be agreed beforehand and shall be subject following the provisions stated in Article 12 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, Science Park Graz / ESA BIC Austria is entitled to request the Incubatee to loan the hardware to Science Park Graz / ESA BIC Austria and/or the Agency for the purposes of displaying it in an exhibition or for Science Park Graz / ESA BIC Austria and/or the Agency's promotional purposes for a period of five (5) years from the end of the Contract Term or from the cancellation of this Contract, unless otherwise agreed in writing by the Parties.
- (b) Any photographs and visual presentations (i.e. an automatic slide show and/or video trailer) of any hardware developed by the Incubatee during the Contract Term and as part of its Activity shall be delivered to Science Park Graz / ESA BIC Austria and/or the Agency upon request of the Incubator or the Agency.

## 2.2.3 Marketing Kit (MK) and Community Platform (CP)

The latest by end of the first month of incubation, the Incubatee shall deliver to Science Park Graz / ESA BIC Austria the Marketing Kit made available by Science Park Graz, which requests, among other items, a company description and company logo. The delivery of the Marketing Kit is a condition to access and make use of the ESA BIC Austria logo as well as to receive the START payment (Article 7.4.4).

The latest by end of the first month of incubation, the Incubatee shall join the ESA BIC Austria online community platform (if available).

## 2.2.4 Further deliverables identified by the Tender Evaluation Board of ESA BIC Austria

- a) Recommendations: [\[None, if no conditions have been set by the TEB\]](#)

The Incubatee will address the recommendations listed below. In addition, a response to each of the recommendations will be included in the Quarterly, Mid-Term and Final Reports (as applicable) by the Incubatee. When the recommendations are satisfactorily addressed, the ESA BIC Austria team will inform the Incubatee in written form (e.g., by email or in Meeting Minutes).

Background & Experience:

- [\[XXXX\]](#)

Technology / service:

- [\[XXXX\]](#)

Value Proposition & Market:

- [\[XXXX\]](#)

Business Modelling and Risk:

- [\[XXXX\]](#)

Activity Proposal:

- [\[XXXX\]](#)

- b) Conditions: [\[None, if no conditions have been set by the TEB\]](#)

The Incubatee will fully comply with the conditions listed below. These conditions prevail over other disposition of this Contract and provide grounds for Termination (Article 16) by Science Park Graz / ESA BIC Austria. In addition, a response to each of the conditions will be included in the Quarterly, Mid-Term and Final Reports (as applicable) by the Incubatee.

When a condition is satisfactorily met, the ESA BIC Austria team will inform the Incubatee in written form (e.g., by email or in Meeting Minutes).

Background & Experience:

- [XXXX]

Technology / service:

- [XXXX]

Value Proposition & Market:

- [XXXX]

Business Modelling and Risk:

- [XXXX]

Activity Proposal:

- [XXXX]

- 2.3 Delays above one (1) month and not agreed with the ESA BIC Austria team in the submission of the above deliverables may result in Termination of this Contract (Article 16) by Science Park Graz / ESA BIC Austria.

### **ARTICLE 3 – ESA BIC AUSTRIA UNDERTAKINGS**

#### **3.1 Technical Support**

For the purposes of this Contract Science Park Graz / ESA BIC Austria will provide the Incubatee with the following technical support necessary for and directly related to the Activity of Incubatee (referred to as “Technical Support”):

a maximum of 80 hours during the contract term.

- (a) The Technical Support refers to man-hours from a variety of technical experts and the use of related facilities and equipment. Typical technical support includes, amongst others, design, workshop facilities for prototyping and rapid prototyping, loan of equipment, software architecture design, software tools, testing facilities, links to manufacturing industry.
- (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 Science Park Graz / ESA BIC Austria and shall be returned to Science Park Graz / ESA BIC Austria 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 is nominated in Article 9.3.
- (e) Science Park Graz / ESA BIC Austria may discretionally decide not to make available Technical Support to the Incubatee due to a lack of compliance with communication (Article 9.5) or reporting standard requirements (Addendum I). This decision shall be based on a Yellow/Red Card System, as described in Article 16.

#### **3.2 Business and Legal/IPR Support**

For the purposes of this Contract, the Local Incubation Partners and/or Science Park Graz

will provide the Incubatee the following Business and Legal/IPR Support necessary for and directly related to the Activity of the Incubatee (referred to as “Business Support”):

- a maximum of 50 hours of Business Support during the contract term;
- a maximum of 10 hours of Legal/IPR Support during the contract term;

- (a) This Business and Legal/IPR Support may include any coaching, mentoring, networking, or other service offered for the benefit of the Incubatee (e.g. business plan development, planning, assistance to set-up the company, access to funding, intellectual property rights, templates) as well as the review of the Quarterly reports, Mid-Term and Final Report issued by the Incubatee.
- (b) For all matters relating to the Business and Legal/IPR Support the responsible contact person is nominated in Article 9.3.
- (c) Science Park Graz / ESA BIC Austria may discretionally decide not to make available certain offers to the Incubatee due to a lack of compliance with communication (Article 9.5) or reporting standard requirements (Addendum I). Examples of such offers are: access to ESA Space Solutions Alliance opportunities, free or exclusive access to events, speaking slots at events, access to ESA BIC Austria partners’ offers, nomination to investment readiness or acceleration programmes, access to internal and external workshops, visibility in printed and digital media, access to start-up deals.

### 3.3 Equipment

It is not foreseen that Science Park Graz / ESA BIC Austria will loan the Incubatee any equipment.

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

### 3.4 Software

It is not foreseen that the Agency and/or Science Park Graz / ESA BIC Austria will loan the Incubatee any equipment.

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

## **ARTICLE 4 - SERVICES TO BE PROVIDED BY THIRD PARTIES**

The Incubatee shall notify Science Park Graz / ESA BIC Austria when entering into agreements with Third Parties to obtain specific advice/product relevant to the Activity (“Third Party Services”). Science Park Graz / ESA BIC Austria shall bear no responsibility for such advice or product.

For the purposes of this Article it is hereby understood that the incentive funding shall be spent in Austria unless the product/service is not available in such territory and within the boundaries stated on Article 7.1 (Financial Contribution) hereto. Exceptionally, and requiring approval of Science Park Graz / ESA BIC Austria, a maximum of 10.000 EUR (Ten Thousand EURO) can be spent in other ESA Member States, ESA Associate Member states and EU states that have Cooperation Agreements with ESA.

## **ARTICLE 5 - CONTRACT TERM**

This Contract shall enter into force upon signature by the legal representatives of both Parties (“Commencement Date”) and shall continue in force until (“Contract End Date”), unless it is cancelled or otherwise terminated in accordance with Article 16. In no case shall the Contract Term exceed the duration of two (2) years.

## **ARTICLE 6 – MEETINGS AND REPORTING REQUIREMENTS**

Full details of reporting and meeting requirements are set out in Addendum 2 and Addendum 3.

## **ARTICLE 7 – FINANCIAL CONTRIBUTION AND PAYMENT**

### **7.1. Financial Contribution**

#### **7.1.1 The total financial contribution to the Activity **amounts up to:****

50.000 EUR (fifty Thousand EURO) for IPR & product/service development, broken down as follows:

(a) 25.000 EUR (twenty-five thousand EURO) funded by ESA and paid by Science Park Graz.

(b) 25.000 EUR (twenty-five thousand EURO):

For Incubatees located in Styria, funded by the Federal State of Styria and paid by Science Park Graz. This amount is *de minimis* relevant.

For Incubatees located in Lower Austria, funded and paid by the Federal State of Lower Austria depending on the approval by Science Park Graz of the agreed milestones. This amount is *de minimis* relevant.

For Incubatees located in Salzburg, funded by the Federal State of Salzburg and paid by Science Park Graz depending on the approval by Science Park Graz of the agreed milestones. This amount is *de minimis* relevant.

7.1.2 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.

7.1.2.1 At Mid Term and at the end of the Contract Term the Incubatee shall deliver a Cost Report, detailing all costs incurred, with all invoices and proof of payment attached. The Incubatee is strongly advised to discuss with Science Park Graz about the Cost Report at least on a quarterly basis.

7.1.2.2 The incubatee shall prove all expenses from the funding solely with third parties' invoices used for IPR and product/service development following the provisions on Article 4 here above. The incubatee is not authorized to use the above stated funding for reimbursement of his own hours spent in the project.

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

## 7.2 Payment Terms

All payments shall be made according to the provisions of this Article 7.

## 7.3 Categories of Payment

Relative to the financial contribution set out under Article 7.1, ESA BIC Austria shall make the following payments to the Incubatee:

### 7.3.1 Progress Payments

- (a) Science Park Graz / ESA BIC Austria shall authorise progress payments in connection with this Contract.
- (b) Progress payments are not final payments and shall be deducted from the sums due to the Incubatee under this Contract.
- (c) Except with the specific agreement of Science Park Graz / ESA BIC Austria, 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 Science Park Graz / ESA BIC Austria reserves the right to require the return of the progress payments without prejudice to its rights under Article 16.
- (d) An authorization for payment will only be issued by Science Park Graz if the Incubatee is fully compliant with its obligations towards Social Security and Taxes in Austria. The Incubatee is to deliver statements of full compliance to Science Park Graz / ESA BIC Austria as proof. The issue date of the compliance statements by the relevant authorities shall not be older than 3 months before the milestone date (Contract Commencement Date, Mid Term, or Contract End Date). For the START payment, these statements are not mandatory for Incubatees whose company was created less than 3 months before the Contract Commencement Date.

## 7.4 Final Settlement

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

7.4.2 Final settlement to the Incubatee is due by ESA BIC Austria upon:

- a) receipt by Science Park Graz / ESA BIC Austria of the Cost Report;
- b) receipt, the latest one (1) month after the Contract End Date, by Science Park Graz / ESA BIC Austria of all relevant invoice(s) from the Incubatee with a clear indication of all the invoices paid with the funding provided under this contract; and
- c) certification by Science Park Graz / ESA BIC Austria of the satisfactory completion of the Activity under this Contract.

7.4.3 Unless otherwise provided for in this Contract, a period of one (1) month shall be granted to ESA BIC Austria for the execution of the final payment.

7.4.4 The Incubatee shall receive the following amounts from the parties indicated in Article 7.1.1

MILESTONE DESCRIPTION	SCHEDULE DATES	ESA AMOUNT IN EURO	REGIONAL CONTRIBUTIONS IN EURO
<b>START: Upon</b> 1) signature of the incubation contract by both parties of this contract, and 2) delivery of the compliance statements with Social Security and Tax obligations (if applicable), and 3) delivery of the Marketing Kit, and 4) joining the ESA BIC Austria online community platform (if available)		10,000	10,000
<b>MID-TERM: Upon</b> 1) successful MTR, acceptance by Science Park Graz of MTR report, business plan and all related deliverables, and 2) acceptance by Science Park Graz of the Incubatee's Cost Report, and 3) delivery of the compliance statements with Social Security and Tax obligations.		10,000	10,000
<b>FINAL: Upon</b> 1) successful FRM, acceptance by Science Park Graz of all Deliverables under the contract, including Final Report, business plan, the hardware and/or software, and 2) acceptance by Science Park Graz of the Incubatee's Cost Report, and 3) delivery of the compliance statements with Social Security and Tax obligations.		5,000	5,000

## 7.5. Invoices, place and payments

7.5.1 The Incubatee is required to submit invoices and respective proof of payment for all payments due under this Contract.

7.5.2 Payments shall be made by ESA BIC Austria in EUR to the account specified by the Incubatee. Such information shall clearly indicate the IBAN (International Bank Account Number) and BIC/SWIFT (Bank Identification Code). Payments shall be considered as effected on time if the orders of payment reach its bank within the payment period stipulated in Article 7.4.3 above.

Incubatee's coordinates for payment:

Account holder: [XXXX]

Bank name: [XXXX]

IBAN: [XXXX]  
SWIFT/BIC: [XXXX]

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

## **ARTICLE 8 – DE MINIMIS AID**

8.1 The financial contribution to the Incubatee provided under this Contract to the Incubatee by the [Federal State of Styria / Lower Austria / Salzburg](#) falls under the terms of the Commission Regulation (EU) No 1407/2013 of 18 December 2013 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *de minimis* aid.

## **ARTICLE 9 – PARTIES REPRESENTATIVES AND COMMUNICATIONS**

9.1 All correspondence affecting the terms and conditions of this Contract and concerning its execution shall be made or confirmed in writing. All communications or correspondence between the Parties shall be in English.

9.2 All correspondence for either Party shall be sent to both representatives of each Party stated in Articles 9.3 and 9.4, i.e. depending on the subject, addressed to one representative with a copy to the other.

9.3 For the purpose of this Contract ESA BIC Austria representatives are:

(a) For Technical, Administrative, Contractual matters:

**Mag. phil. Martin Mössler, MSc (LSE)**

**Inês Plácido, MSc**

Science Park Graz GmbH

Stremayrgasse 16/IV, 8010 Graz, Austria

+43 316 873 9101

[spacesolutions@sciencepark.at](mailto:spacesolutions@sciencepark.at)

(b) For Business, Legal/IPR and Technical Support matters in the Federal State of Styria:

**Mag. phil. Martin Mössler, MSc (LSE)**

**Inês Plácido, MSc**

Science Park Graz GmbH

Stremayrgasse 16/IV, 8010 Graz, Austria

+43 316 873 9101

[spacesolutions@sciencepark.at](mailto:spacesolutions@sciencepark.at)

(c) For Business, Legal/IPR and Technical Support in the Federal State of Lower Austria:

**Mag. Michael Moll**

Accent incubator GmbH

Viktor-Kaplan Str. 2/Haus C/2. Stock, 2700 Wiener Neustadt, Austria

+43 2622 90613

[michael.moll@accent.at](mailto:michael.moll@accent.at)

(d) For Business, Legal/IPR and Technical Support in the Federal State of Salzburg:

**Mag. Walter Haas**  
**Mag. Oliver Wagner**  
 Innovation Salzburg GmbH  
 Tel.: [+43 5 7599 722](tel:+4357599722)  
 email: [geschaeftsfuehrung@innovation-salzburg.at](mailto:geschaeftsfuehrung@innovation-salzburg.at)

9.4 For the purpose of this Contract the Incubatee's representatives are:

(a) For technical matters:

[Name]  
 [Incubatee company]  
 [Address]  
 [Telephone number]  
 [email]

(b) For contractual and administrative matters:

[Name]  
 [Incubatee company]  
 [Address]  
 [Telephone number]  
 [email]

9.5 The Incubatee's contact persons are responsible for timely communication and all requests by the ESA BIC Austria team are to be answered in a reasonable timeframe to allow a sound management of the ESA BIC Austria resources and to structure the support offered to the Incubatees. Incompliance with this clause may provide grounds for Termination (Article 16) by Science Park Graz / ESA BIC Austria or impact of the availability of Business, Legal/IPR and Technical Support to the Incubatee (Article 3).

9.6 To ensure sufficient community engagement and interaction between the ESA BIC Austria incubatees, alumni and the ESA BIC Austria team, ESA BIC Austria may create a virtual community e.g. using an online platform. If such tool is available, the active participation of the Incubatee is mandatory at least during the incubation period and the Incubatee is to join the community the latest by end of the first month of incubation. No confidential information is to be shared by any of the participants through this tool.

## **ARTICLE 10 - PUBLICITY AND VISUAL IDENTITY OF INCUBATEES**

### **10.1 Publicity**

10.1.1 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 Science Park Graz, ESA, ESA BIC Austria or any aspect of ESA BIC Austria's activities, or permit any Third Party to do so, without the prior written consent of Science Park Graz.

10.1.2 Science Park Graz shall not produce or disseminate any form of communication material, press releases or other publicity documents which are intended by ESA BIC Austria for the press, internet / websites 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.

10.1.3 The Incubatee is encouraged to create profiles and be active on social media (e.g. LinkedIn, Twitter, Facebook) as a support to the dissemination efforts of Science Park Graz, ESA BIC Austria and ESA related to the visibility of the Incubatee.

## 10.2 Visual Identity of the Incubatee

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

10.2.2 The Incubatee may place the logo provided by Science Park Graz upon the delivery of the Marketing Kit and the following text line, in full and without amendment, on its promotional material and publicity documents, including exhibition and conference material and its internet site, as long as it is linked to [www.esa-bic.at](http://www.esa-bic.at) and stated as a partner of the company, but not on its products or any other material which it produces:

“[\[company name of the Incubatee\]](#) is participating in ESA Business Incubation Centre Austria” is referred to as the Text Line. Usage of the ESA BIC Austria Logo and Text Line by the Incubatee shall be subject to the following conditions:

- (a) the Incubatee shall submit to Science Park Graz's administrative representative or his duly authorised representative for prior written approval all promotional material and publicity documents, on which the Text Line is to appear or is intended to be used, which approval may be withheld or withdrawn from any material or documents at any time at Science Park Graz's discretion;
- (b) the prior approval of the Science Park Graz for the use of the logo and/or Text Line shall not constitute an endorsement or approval of the Incubatee's Activity, products or services, or of their quality, technology or suitability for a particular use, neither shall it constitute verification by Science Park Graz of the compatibility of materials produced by the Incubatee with applicable law and regulations, and the Incubatee shall refrain from using any statements which could suggest otherwise;
- (c) any use of the Logo and/or Text Line on amended or revised promotional material and publicity documents shall be subject to the same approval process as the original material and documents;
- (d) the Text Line may be translated into a different language other than English, subject to the approval of the Science Park Graz's contractual representative or his duly authorised representative; and
- (e) no use of the Logo neither the Text Line shall be made in connection with material, products or documents that:
  - a. constitute an infringement of law and/or legal provisions;
  - b. undermine the reputation and dignity of the Agency or BIC Austria; and
  - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

10.2.3 The Incubatee shall keep appropriate records of the extent of its use of the Logo and Text Line, stating in particular the nature and time of use of the Logo and Text Line on its

material, products and documentation. The Incubatee shall provide ESA BIC Austria's administrative representative or his duly authorised representative with information and documents to evidence such use.

10.2.4 The use by the Incubatee of the Logo and Text Line shall terminate upon the cancellation or expiry of this Contract as described in Article 16, unless specified in writing by ESA BIC Austria and the Agency and the following Clauses here below.

10.2.5 Incubatees which successfully conclude the ESA BIC Austria programme ("Alumni") shall be allowed to use the following Text Line, in its marketing material, including exhibition and conference material (not on products nor materials) and its internet site, as long as it is linked to [www.esa-bic.at](http://www.esa-bic.at) and stated as a partner of the company.

"[company name of the Alumnus] is an Alumnus of ESA Business Incubation Centre Austria [graduation year]" is referred to as the Text Line together with ESA BIC Austria location Logo.

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

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

10.4 Publicity and Visual Identity of Incubatees located in Styria

10.4.1 During the present Contract and within the five (5) calendar years following the termination of this Contract, the Incubatee undertakes, in all its public relations, to always mention Science Park Graz ("Science Park Graz GmbH" or display the Science Park Graz logo) and ESA BIC Austria.

10.4.2 During the present Contract, the Incubatee is obliged to display the Science Park Graz and ESA BIC Austria logo on all its marketing material (e.g. folders, posters, flyers, roll-ups, slides).

10.4.3 During the present Contract and within the five (5) calendar years following the termination of the Contract, the Incubatee is obliged to link the Science Park Graz logo to Science Park Graz website.

10.4.4 During the present Contract and within the five (5) calendar years following the termination of the Contract, the Incubatee is obliged to mention the sponsorship and support services of Science Park Graz / ESA BIC Austria during press contacts and their own press work.

10.4.5 The rights of the pictures/images commissioned and financed by Science Park Graz are intellectual property of Science Park Graz. If these pictures are used for press or public relations, the source (Source: Science Park Graz) must be indicated under the picture/image.

## **ARTICLE 11 - CONFIDENTIALITY**

- 11.1 Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party will ensure compliance by its employees and agents with the obligations of confidence set out in this Article 11 and assumed by that Party in relation to the other Party.
- 11.2 Neither Party shall disclose any documentation, information or materials obtained from the other Party, whether marked (by way of example as, “confidential” or “proprietary information”) or un-marked (“Confidential Information”), to any Third Party whatsoever without the prior written consent of the other Party in which case the other Party may require the recipient to sign a non-disclosure agreement. For the purposes of this Article 11, documentation shall include any final documentation deliverable under this Contract with the exception of the Executive Summary.
- 11.3 Each Party may disclose Confidential Information on a strictly “need to know” basis to:
- its employees;
  - ESA BIC Austria partners (for the purpose of Article 11, FFG/ALR and ESA Space Solutions).
- 11.4 On the Contract End Date, or upon the earlier termination or cancellation of this Contract in accordance with Article 16, the Receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Confidential Information, with exception of the Deliverables provided by the Incubatee to Science Park Graz / ESA BIC Austria.
- 11.5 The obligations in this Article 11 shall not apply to Confidential Information:
- which is in the public domain at the time of disclosure or becomes part of the public domain after disclosure otherwise than through a breach of this Contract;
  - for which the Receiving Party can provide documentary evidence that it was in its lawful possession prior to disclosure to it by the Disclosing Party or which is lawfully and bona fide obtained thereafter by the Receiving Party from a Third Party who, to the knowledge or reasonable belief of the Receiving Party, did not receive the Confidential Information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
  - which, at the time of circulation is already known by the Receiving Party (as evidence in writing) and is not hindered by any obligation not to circulate; or
  - which is required to be circulated by governmental or judicial order or applicable law.
- 11.6 The contents of this Contract are Confidential Information.
- 11.7 The obligations set out in this Article 11 shall survive the termination, cancellation or expiry of this Contract.

## **ARTICLE 12 – INTELLECTUAL PROPERTY**

### **12 Ownership**

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

### **12.2 Use of Intellectual Property Rights by the Agency**

- 12.2.1 If the Agency or its Participating States require the use of any Intellectual Property Rights, owned by the Incubatee as described in Article 12.1 above, for the performance of the Agency's programmes, the Incubatee shall submit a proposal following a request for quotation issued by the Agency.

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

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

- 12.2.2 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 12.1, to an assignee the Incubatee shall ensure that the obligations towards the Agency and its Participating States, as set out in Article 12.2.1 above, are reassigned to the new assignee.

### 12.3 Transfer of Intellectual Property Rights outside the ESA Member States

The Incubatee shall inform the technical representative of Science Park Graz / ESA BIC Austria, as stated in Article 9.3, well in advance of its intention to transfer outside the Agency's Member States any Intellectual Property Rights arising from this Contract.

## **ARTICLE 13 – LIABILITY**

### 13.1 Limitations of Liability

- 13.1.1 Neither Party excludes its liability to the other Party for:

- (a) death or personal injury caused by its negligence or that of its employees or agents;
- (b) fraud, including fraudulent misrepresentations; and
- (c) liability under Articles 11 and 12.

### 13.1.2 Limitation of Liability

Subject to Article 13.1.1, the liability of one Party towards the other under or in connection with this Contract whether arising from negligence, breach of contract or any other obligation or duty shall not exceed, an amount equivalent to 50,000 EUR (Fifty Thousand EURO), per event or series of connected events.

### 13.2 Infringements of the Law

- 13.2.1 Science Park Graz / ESA BIC Austria or the Agency shall not be responsible if the Incubatee infringes any existing and/or future national, communal or provincial laws or decrees, rules or regulations in force in Austria or in any other country whatsoever.

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

### 13.3 Infringement of the Rights of ESA BIC Austria Partners

13.3.1 The Incubatee shall indemnify the ESA BIC Austria partners from and against all claims, proceedings, damages, costs and expenses arising from the infringement of Intellectual Property Rights of third-parties with respect to the subject matter of this Contract - excluding any infringement resulting from the use of documents, patterns, drawings or goods supplied by the ESA BIC Austria partners through Science Park Graz - which may be made, or brought against the ESA BIC Austria partners, or to which the ESA BIC Austria partners may be put by reason of such infringement or alleged infringement.

13.3.2 Science Park Graz / ESA BIC Austria shall notify the Incubatee immediately of any written claim or notice of infringement of third-party rights that it receives concerning the subject matter of this Contract.

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

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

### 13.4 Compensation for Damage Caused to Goods and Property

Claims in respect of damage shall be settled as follows.

#### 13.4.1 Direct Damages

(a) The Incubatee shall indemnify ESA BIC Austria partners against, and shall be personally responsible for, direct damage to property and equipment to the extent that such damage is caused by the negligence of the Incubatee and the Incubatee's personnel or agents.

(b) Science Park Graz / ESA BIC Austria and ESA BIC Austria's partners shall indemnify the Incubatee against, and shall be personally responsible for, direct damage to the Incubatee's property and equipment to the extent that such damage is caused by the negligence of ESA BIC Austria partners or their staff or agents.

#### 13.4.2 Indirect or Consequential Damages

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

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

### 13.5 Damages to Third Parties by the Incubatee

Science Park Graz shall not be liable for any damage caused by the personnel or agents of the Incubatee to a Third Party during the performance of this Contract.

## **ARTICLE 14 – CHANGES TO THIS CONTRACT**

### 14.1 Introduction of a Change

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

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

### 14.2 Approval or Rejection of the Change Proposal

14.2.1 Should the change proposal be approved by Science Park Graz, a corresponding CCN shall be prepared by ESA BIC Austria's contractual representatives as stated in Article 9.3(a) and submitted to both Parties for signature.

14.2.2 Should a change proposal be rejected for any reason by Science Park Graz, 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.

### 14.3 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 15 – INCUBATION AND POST INCUBATION MANAGEMENT**

15.1. On a yearly basis, during ten (10) years and starting from the first contract year, subject to losing the right to use the ESA BIC Austria logo and text line if non-compliant, the Incubatee shall prepare and submit through a mean to be specified (e.g. electronic form) an Annual Performance Report (see Addendum I, point 5.6 Annual Performance Report) to the representatives of ESA BIC Austria, as stated in Article 9.3, and/or to the European Space Agency's Technical Representative, as follows:

Mr. Stefan Gustafsson, e-mail: [stefan.gustafsson@esa.int](mailto:stefan.gustafsson@esa.int)

15.2. The Incubatee undertakes to support free of charge Science Park Graz with regard to the Science Park Graz's reporting obligations after ten (10) years from the Contract Commencement Date.

## **ARTICLE 16 – TERMINATION**

## 16.1 Right of Termination

- 16.1.1 Each Party reserves the right, after full consideration of all relevant circumstances and following a formal notification (in written form, e.g. email), to terminate a Contract in the event of a material breach of a contract by the other party.

For its Termination consideration, Science Park Graz will specifically take into account the following events:

- Incompliance with communication (Article 9.5);
- Incompliance with requirements on reporting and submission of deliverables (as set in Article 2.3 and in Addendum I. 3.2.2).

The formal notification will follow a Yellow/Red Card System according to which:

- a) An Official Warning notification is sent to the Incubatee in case of a first-time incompliance;
- b) A Yellow Card notification is sent to the Incubatee in case of a second-time incompliance; Science Park Graz may, in addition, limit or cancel the offer of Business, Legal/IPR and Technical Support to the Incubatee; ESA BIC Austria General Management will be directly involved at this stage;
- c) A Red Card notification is sent to the Incubatee in case of a third-time incompliance and the Incubation Contract will be terminated by Science Park Graz.

- 16.1.2 In the event of such termination, the Incubatee shall keep the amounts already paid for achieved milestones, if any, and shall be entitled to claim the cost, based on properly documented evidence produced by the Incubatee and accepted by Science Park Graz.

- 16.1.3 Science Park Graz / ESA BIC Austria and its partners shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 7.1 herein or when added to the other sums paid, due or becoming due to the Incubatee under this Contract by ESA BIC Austria exceeds the total contractual payments due by ESA BIC Austria to the Incubatee, as set out in Article 7.1.

- 16.1.4 Article 13 of this present Contract shall not be, by the termination, affected.

### 16.1.5 Termination in special cases

ESA BIC Austria may at any time terminate the Contract by giving written notice with immediate effect in any of the following events:

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

- 16.1.6 In case of Force Majeure and if the Force Majeure event and its consequences continue for more than three (3) months from the start date of the Force Majeure event, either Party

may terminate the Contract by giving not less than a two-month (2) notice to the other party.

- 16.1.7 In case of termination due to Force Majeure the amount to be paid shall be based on the Article 7.1.2. No other payments shall be due by ESA BIC Austria to the Contractor.

## 16.2 Consequences of Termination

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

- (a) any information and documentation under Article 3.1;
- (b) any equipment under Article 3.3;
- (c) any software under Article 3.4.

The Incubatee shall deliver to ESA BIC Austria all documentation that would have been needed for the Final Settlement had the Incubatee completed the Activity in full (see Article 7.4), and the Incubatee agrees to reimburse to ESA BIC Austria any amount that would not be found acceptable for the Final settlement had the Contract not been prematurely terminated.

## **ARTICLE 17 - ASSIGNATION OF THIS CONTRACT**

The Incubatee shall not be permitted to assign its rights and/ or transfer its obligations under this Contract in whole or in part.

## **ARTICLE 18 - DISPUTE SETTLEMENT**

- 18.1 This Contract shall be governed by the laws of Austria.

- 18.2 The Parties will consult with each other promptly when events occur or matters arise that may occasion a question of interpretation or implementation of the terms of this Contract. Any issue of interpretation or implementation of this Agreement that cannot be settled by the designated points of contact shall be referred to arbitration.

- 18.3 Any dispute arising out of the interpretation or implementation of this Agreement that cannot be settled through the consultations referred to in Article 18.1 above may, at the request of either Party, be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The arbitral tribunal shall sit in Graz and the language of the arbitration shall be English. The enforcement of the award shall be governed by the rules of procedure in force in Austria.

## **ARTICLE 19 - DATA PROTECTION**

- 19.1 To the extent that is reasonably necessary, in connection to the Incubatee's activities under this contract, his data may be disclosed to others, including staff of ESA BIC Austria and all ESA BIC Austria partners, for any studies and/or reporting that may be carried out by the Agency and/or Science Park Graz. The Incubatee hereby consents to the recording, processing, use and disclosure of personal data related to him as set out here above

(including the recording, processing, use and disclosure of his sensitive personal data to the extent required by reason of the contractor's performance of the activities under this contract) including the transmission of such data between Austria and other countries for the fulfilment of the above requirements.

19.2 The Incubatee declares its express consent in accordance with the "Datenschutzgesetz" (DSG 2000) that all data contained in the present Agreement as well as in the processing and control of the support personal data pursuant to § 8 (1) Z 2 and 4 as well as § 9 Z 6 may be passed to ESA, the City of Graz, SFG, as well as other partners and to all third parties to whom SPG or ESA BIC Austria reports.

Done and signed in two (2) original copies, one for each Party to this Contract, or signed electronically by both parties,

on behalf of ESA BIC Austria

In Graz,  
On [Day] of [Month] 20XX

.....  
Mag. phil. Martin Mössler, MSc (LSE)  
Managing Director Science Park Graz, ESA BIC Austria General Manager

on behalf of the Incubatee:

In Graz,  
On [Day] of [Month] 20XX

In Graz,  
On [Day] of [Month] 20XX

.....  
[name], [role according to Firmenbuch or similar]

.....  
[name], [role according to Firmenbuch or similar]

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

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

### **I. CONTRACTUAL BASELINE**

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

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

### **2. MANAGEMENT**

#### **2.1 General**

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

#### **2.2 Communications**

All communications sent by the Incubatee to Science Park Graz shall be addressed to ESA BIC Austria'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 versions of the minutes of each meeting shall be issued and distributed to all participants and to ESA BIC Austria's representatives, not later than ten (10) days after the meeting concerned was held.

#### **3.2 Progress Reports (Quarterly Reports)**

Every three (3) months, the Incubatee shall provide a progress report to ESA BIC Austria'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

3.2.1. Through the reporting of Science Park Graz, ESA Space Solutions, FFG/ALR and, for Incubatees based in Styria, SFG and the City of Graz, may be informed at least on a quarterly basis of any delays in reporting by the Incubatee.

3.2.2. Delays above one (1) month and not agreed with the ESA BIC Austria team in the submission of the above reporting may be considered grounds for Termination of this Contract (Article 16) by Science Park Graz / ESA BIC Austria.

### 3.3. Problem Notification

The Incubatee shall notify ESA BIC Austria's representatives of any problem likely to significantly impact the progress of the Activity.

## 4. MEETINGS

### 4.1 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.

### 4.2 Additional Meetings

Additional meetings may be requested either by ESA BIC Austria or the Incubatee.

### 4.3 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to ESA BIC Austria is given at least two (2) weeks in advance of when ESA BIC Austria'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) and in other exchange formats where relevant (e.g. HTML); and

- 5.1.2 The draft version of the documentation shall be sent to Science Park Graz / ESA BIC Austria'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 and Cost 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 be accompanied by the updated Cost Report and furthermore contain all invoices, and related proof of payment, 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 Science Park Graz / ESA BIC Austria at the Mid Term Review meeting. The Incubatee shall submit the presentation of the Mid Term Report to Science Park Graz / ESA BIC Austria one (1) week in advance of the Mid Term Review meeting.

## 5.3 Final Report and Cost 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"). The Final Report shall be accompanied by the updated Cost Report and furthermore contain all invoices and related proof of payment relevant to the Third-Party Services obtained by the Incubatee in accordance with Article 4 of this Contract. It shall not refer to any other report that may have been provided by the Incubatee and shall detail the full results of the Activity to include:

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

The Final Report shall be presented by the Incubatee to ESA BIC Austria at the Final Review meeting. The Incubatee shall submit the presentation of the Final Report to ESA BIC Austria one (1) week in advance of the Final Review meeting.

## 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 Science Park Graz / ESA BIC Austria 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, namely, the sales made and/or licences granted by the Incubatee during the preceding calendar year ("Annual Performance Report"). The Incubatee shall submit this according to Article 15 of the Contract.

## 5.7 Photographic Documentation

Photographic documentation comprises photographs of events organised and attended by the Incubatee and photographs of hardware under manufacture by the Incubatee 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 Incubatee shall provide a demonstration of the software to Science Park Graz / ESA BIC Austria's representative including a trailer/movie clip illustrating the use and application of their developed software program for the purpose of ESA exhibitions.

## 5.9 Hardware

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

## ADDENDUM 2 - MID-TERM REPORT TEMPLATE

### MID-TERM REPORT

Incubatee: [your company name]

Submission Date: DD/MM/YYYY

#### MEETING AGENDA

1. Welcome / Introduction (SPG)
2. Elevator pitch / Presentation (Incubatee)
3. Progress over 1<sup>st</sup> Incubation Period (Incubatee/SPG)
4. Report overview (SPG)
5. AoB (Incubatee/SPG)

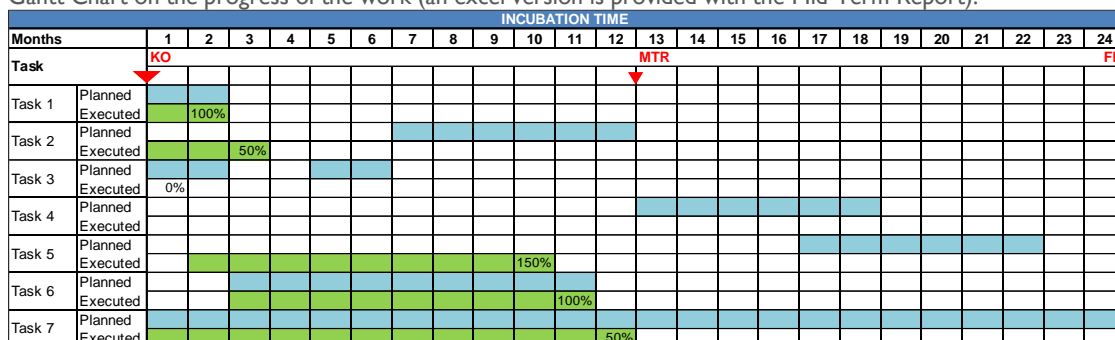
The Minutes of the Meeting are to be prepared by the Incubatee and sent to ESA BIC Austria as an editable file (e.g. MS Word).

### 1. Description of progress of the 1<sup>st</sup> Incubation Period at ESA BIC Austria

Description of the status of the work by Task (as in the proposal or an agreed updated version), referring to the actual progress versus the planned progress for the 1<sup>st</sup> Incubation Period at ESA BIC Austria, and explanation of the reasons to why Tasks have not been completed (if any):

Task	Task title	Activities developed, Action items, Results and Deliverables
1		
2		
...		

Gantt Chart on the progress of the work (an excel version is provided with the Mid-Term Report):



### 2. Overview of the activities of the 2<sup>nd</sup> Incubation Period

Description of the work planned for the 2<sup>nd</sup> Incubation Period by Task (as in the proposal or an agreed updated version):

Task	Task title	Activities to be developed in the 2 <sup>nd</sup> Incubation Period
1		
2		
...		

### 3. Challenges and needs with impact on the implementation of the work, if any, causes and correcting measures:

Challenges / Needs	Description	Correcting measures
Timing	e.g. equipment took additional time to be delivered	
Funding	e.g. expected funding did not occur	
Technical	e.g. technical issues require additional support	
Business	e.g. a key contact failed to be reached	
Team	e.g. new skillset needed	

Challenges / Needs	Description	Correcting measures
Legal	e.g. tax, regulatory, certification, etc.	
Partners	e.g. our partner did not perform as expected	
Other		

#### 4. Changes in shareholding (e.g. participation changes, new shareholders), if any

Text

#### 5. TEB Conditions and Recommendations, if any – status of completion and comments

Please address the TEB Recommendations and Conditions set in the Incubation Contract and their status of completion.

#### 6. About your 1<sup>st</sup> Incubation Period at ESA BIC Austria

##### OPERATING IN THE MARKET

New business partners acquired: (names)

Have you sold your product/service at least once?

Yes/No. If yes,

Revenue received from customers: €

No. of paying customers acquired:

% of sales outside Austria: %

Customer countries outside Austria:

##### TECHNICAL DEVELOPMENT

Prototype TRL level: (reference)

No. of patents filed:

No. of patents granted:

New technical development partners acquired:

##### HUMAN RESOURCES (FTE = full time equivalent)

No. of FTEs employed:

No. of female FTEs employed:

No. of team members not employed:

No. of freelancers / external providers:

No. of interns employed:

New team members: (team member names)

Are you currently hiring? Yes/No

If yes, link to job offers: (open position)

##### MARKETING / VISIBILITY

Prizes / Awards: (prize name, link to media)

Media Exposure / Visibility: (e.g. link to media)

Other (e.g. funding applications, events / competitions attended):

##### FUNDING RECEIVED

Date	Amount	Source Programme /	Type	Against equity
MM/YYYY			Public / Business Angel / Venture Capital / Private Equity / Bank / ...	Yes / No
MM/YYYY			Public / Business Angel / Venture Capital / Private Equity / Bank / ...	Yes / No

Funding needed in near future: € by MM/YYYY

Do you consent that this information is shared with ESA to support in the search for funding sources? Yes/No

##### TECHNICAL SUPPORT RECEIVED

Month/Year	Provider	Brief description	# Hours
MM/YYYY			
MM/YYYY			

#### 7. Annexes

##### I. Cost report

Please use the Excel file that has been accompanying your company since the beginning of the incubation.  
Please make sure to make available all invoices and the respective proof of payments.

## II. Other

E.g. supporting documentation for achieved milestones; technical notes; event documentation (e.g. photographs, videos, flyers); updates on company information; news, prizes, subsidies/investments, etc.; updated business plan from a current perspective.

## END OF REPORT

## ADDENDUM 3 – FINAL REPORT TEMPLATE

### FINAL REPORT

Incubatee: **[your company name]**

Submission Date: **DD/MM/YYYY**

MEETING AGENDA		The Minutes of the Meeting are to be prepared by the Incubatee and sent to ESA BIC Austria as an editable file (e.g. MS Word).  No hardcopies of the deliverables are necessary for this meeting.
1	Welcome / Introduction (SPG)	
2	Elevator pitch / Presentation (Incubatee)	
3	Progress over whole incubation period (Incubatee/SPG)	
4	Notes to the Final Report and deliverables (SPG)	
5	AoB (Start-up/SPG)	

### 1. Lessons Learned

What are main lessons learned from the incubation period, what would you wish you knew from the start?  
What would you suggest to start-ups that are just starting the incubation period?

### 2. Details and feedback about the support received from ESA BIC Austria and/or their partners

What was the most valuable technical or business support received from ESA BIC Austria?  
Did it help with access to business, institutional or strategic partners?  
Did you make use of any opportunities to pitch at events or in front of investors?  
What were the most valuable contacts established during incubation?  
What feedback could you provide to ESA BIC Austria?

#### 2.1 Ranking of the top 3 Value Propositions received from ESA BIC Austria

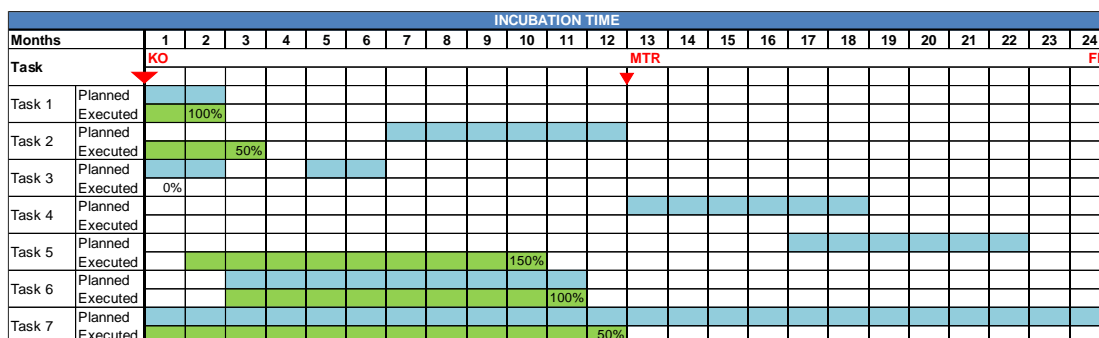
Networking  
Special deals for start-ups  
50k€ funding  
Business Support (customised assistance)  
Workshops for start-ups  
Door opener to international investors (e.g. ESA Space Solutions Alliance)  
Technical Support  
Office space  
External Visibility

### 3. Description of the technical developments

Description of the status of the work by Task (as in the Incubation Proposal or an agreed updated version), referring to the actual progress versus the planned progress for the incubation at ESA BIC Austria, and explanation of the reasons to why the tasks have not been completed (if any):

Task	Task title	Activities developed, Action items, Results and Deliverables
1		
2		
...		

Gantt Chart on the progress of the work (you may just update the one from the last Quarterly Report):



#### 4. About your 2<sup>nd</sup> Incubation Period at ESA BIC Austria

##### OPERATING IN THE MARKET

New business partners acquired:

Have you sold your product/service at least once?  Yes/No. If yes,

- Revenue received from customers: €
- No. of paying customers acquired:
- % of sales outside Austria: %
- Customer countries outside Austria:

##### TECHNICAL DEVELOPMENT

Prototype TRL level:  (reference)

No. of patents filed:

No. of patents granted:

New technical development partners acquired:

##### HUMAN RESOURCES (FTE = full time equivalent)

No. of FTEs employed:

No. of female FTEs employed:

No. of team members not employed:

No. of freelancers / external providers:

No. of interns employed:

New team members:  (team member names)

Are you currently hiring?  Yes/No

If yes, link to job offers:  (open position)

##### MARKETING / VISIBILITY

Prizes / Awards:  (prize name, link to media)

Media Exposure / Visibility:  (e.g. link to media)

Other (e.g. funding applications, events / competitions attended):

##### FUNDING RECEIVED

Date	Amount	Source Programme /	Type	Against equity
MM/YYYY			Public / Business Angel / Venture Capital / Private Equity / Bank / ...	Yes / No
MM/YYYY			Public / Business Angel / Venture Capital / Private Equity / Bank / ...	Yes / No

Funding needed in near future: € by  MM/YYYY

Do you consent that this information is shared with ESA to support in the search for funding sources?  Yes/No

##### TECHNICAL SUPPORT RECEIVED

Month/Year	Provider	Brief description	# Hours
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MM/YYYY			
MM/YYYY			

## 5. Overview of major challenges and concerns

E.g. technical, business acquisition/growth, team, investment/funding/budget, legal, partners

## 6. Changes in shareholding (e.g. participation changes, new shareholders), if any

Please provide information on the changes in shareholder structure or in the type of legal entity

## 7. TEB Conditions and Recommendations, if any – status of completion and comments

Please address the TEB Recommendations and Conditions set in the Incubation Contract and their status of completion.

## 8. Way forward

Please describe your company development plans for the next years (including critical work areas e.g. recruiting, investment, internationalization)

**Note: the start-up founders remain reachable to ESA BIC Austria in order to receive the Annual Survey from ESA which gathers key statistics on their performance (as during the incubation).**

## 9. Annexes

### I. Cost report

Please use the Excel file that has been accompanying your company since the beginning of the incubation. Please make sure to make available all invoices and the respective proof of payments.

### II. Executive Summary

Please prepare a summary which shall concisely introduce your company and summarise your company's activity and achievements since the incubation period started. 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 illustrations in colour or photographs, if appropriate. Writing tips for the Executive Summary can also be found in the BAP Business Plan Template.

### III. Updated Business Plan

Please provide a business plan that sets out the expected course of action for next period of the development of the company, including a detailed listing and analysis of risks and uncertainties. The Business Plan should also examine the proposed products (including scientific and technical requirements and feasibility), the market, the industry, the management policies, the marketing policies, production needs and financial needs of the Incubatee. The use of the BAP Business Plan Template is advised.

### IV. Software/Hardware developed by the Start-up during the incubation period

**HARDWARE:** The Start-up shall provide a demonstration of the software to ESA BIC Austria's representative including a trailer/movie clip illustrating the use and application of their developed software program for the purpose of ESA exhibitions. **SOFTWARE:** A prototype or product manufactured by the start-up. In case of very high production costs, the start-up can keep the original prototype and deliver a mock-up of the prototype. Start-ups shall however keep the prototype available for lending it to ESA for exhibitions.

### V. Photographic documentation

Please provide photographic documentation relevant to technical and business development of the start-up. Photographic documentation comprises photographs of events attended by the start-up and photographs/screenshots of hardware/software under development by the start-up showing major progress, as well as of tests and test set-ups. Videos presenting the functioning of hardware/software/test set-up and related activities may also be included in this category.

## VI. Other

E.g. supporting documentation for achieved milestones; technical notes; event documentation (e.g. photographs, videos, flyers); updates on company information; news, prizes, subsidies/investments, etc.; updated business plan from a current perspective.

**END OF REPORT**