

## DOMICILIATION AND SERVICE AGREEMENT

*Between*

**Science Park Graz GmbH**, with registered office in Stremayrgasse 16, 8010 Graz, (hereinafter referred to as "SPG") in the person of its legal representative

*and*

[Start-up name] with registered office in [e.g. Stremayrgasse 16, 8010 Graz] (hereinafter referred to as the "Start-up") in person of its legal representative

*hereafter collectively referred to as the "Parties", and separately as the "Party",*

*on the premise that:*

- SPG manages and operates from Graz the European Space Agency's (ESA) Business Incubation Centre in Austria (hereinafter referred to as "ESA BIC Austria"), based on the agreement established between ESA and SPG;
- the present Agreement is established with reference to ESA BIC Austria's Incubation Contract signed between SPG and the Start-up regarding the participation of the Start-up at the ESA BIC Austria programme (hereinafter referred to as the "ESA BIC Austria Incubation Contract"), not here attached but known to both Parties;
- the present Agreement will regulate the reciprocal rights and obligations of the Parties, in particular the prerequisites and conditions of the services offered by the SPG and correspondingly the obligations of the Start-up. These services include infrastructure, mentioned in the Contract as Office Accommodation, Business Support and Technical Support.

*Having established the above and due to the fact that each Party trusts the information given by the other Party,*

***the Parties hereby agree as follows:***

### **I. Subject of the Agreement**

**I.1** The Parties acknowledge that the "*Mietrechtgesetz*" (Rent contract Law) does not apply to the present Agreement, as the subject of this Agreement is the use by the Start-up of facilities provided by SPG and the provision of services.

**I.2** The Start-up has its registered office and carries out its business activity related to the present Agreement in [e.g. the company's registered office]. For this purpose, SPG makes available the following:

- [X] desk(s) (8 m<sup>2</sup> for the first desk and 5 m<sup>2</sup> for each additional desk) in shared room [XYZ], [X] floor of the Biomedical Engineering Building, Technical University of Graz, Campus Neue Technik, Graz;
- IT infrastructure, including internet / wi-fi;
- furniture, printing facilities, access to common areas;
- access to the building 24/7;
- possibility to designate the SPG's address as the company's headquarters;
- possibility to receive post 24/7 at the SPG reception or the building reception;
- mailing list and newsletter with information of general interest (events, opportunity offers, news, etc.).

**1.3** No infrastructure or furniture changes can be done without the consent of SPG.

**1.4** It is understood that the Start-up is responsible for all damages resulting from the misuse, by the Start-up and its team members, of the office infrastructure and common areas (e.g. floors, walls, windows, doors, furniture and other equipment made available to the Start-up).

**1.5** The office infrastructure, including the furniture, cannot be used for other purposes other than defined above and cannot be used by third parties with exception of the Start-up team members.

**1.6** By the end of the Agreement for whatever reason, the Start-up is obliged to leave the office space and leave it in the perfect cleaning and functional conditions. The Start-up is also obliged to immediately change its registered office to a new address. The Start-up must therefore send to SPG, within 10 days from the termination of this Agreement for whatever reason, an extract of its commercial register in which the change of seat is demonstrated.

**1.7** All other services or material goods not listed in the above Art. 1.2, are not included in the monthly fee in Art. 2.1. The prices for these services or material goods will be agreed on a case-by-case basis in writing and outside the present Agreement.

## **2. Fees, Charges, Mora Interest**

**2.1** For the benefits listed in Art. 1.2 of this Agreement, the Start-up is required to pay to SPG a monthly fee of EUR 150,00 per desk (including VAT, if applicable), until the conclusion of the Agreement (Art. 7). The fee must be paid until the 8<sup>th</sup> day of the respective month to the following bank account:

Account holder: Science Park Graz GmbH  
Bank: Steiermärkischen Bank  
IBAN: AT452081500200700474,  
BIC: STSPAT2GXXX

**2.2** If the Start-up delays the payment of the fee indicated in Art. 2.1. for a period of more than 3 months, the Company will be required to pay interest according to the Austrian law.

### **3. Start-up obligations**

**3.1** No additional/new team member can be brought by the Start-up to SPG premises without previous written information to SPG.

### **4. Obligations and limitation of liability of SPG**

**4.1** SPG has no liability for damage caused by the Start-up's activities. The Start-up also waives any legal liability for any form of damages or warranty against SPG, unless the Start-up proves that SPG is responsible for a gross negligence or intent.

**4.2** SPG has also no liability for the performance of other activities of the Start-up, in particular not against third sponsors, for compliance with the respective conditions set in this Agreement.

**4.3** In case the Start-up accommodates more than the number of team members agreed in Art. 1.2, SPG will no longer be responsible for any legal consequences of not respecting the minimum area (in m<sup>2</sup> per person) required by law for the room where the Start-up is placed. The Start-up is obliged to indemnify SPG for any claim in such circumstances.

### **5. Early termination**

**5.1** In addition to the provision of Art. 8, in case the Start-up will be defaulting to the present Agreement, SPG may terminate this Agreement with immediate effect by giving a previous 14-day notice to the Start-up in writing.

**5.2** For the purposes of the provisions of Art. 5.1, the Parties agree that the violation of Art. 1.5 (purpose), 2.1 (fees; applicable in case of payment delay of more than 6 months), and 6.1 (confidentiality) of this Agreement shall, in principle and unless otherwise proven, be considered as constituting an essential breach of this Agreement.

**5.3** The Parties also agree to consider as circumstances justifying the early termination of this Agreement by SPG the following situations: bankruptcy, as well as any circumstances likely to have a material effect on the ability of the Start-up to fulfil the obligations arising out of this Agreement.

**5.4** The Parties also agree to consider as exceptional circumstances justifying the early termination of this Agreement by SPG the case if the Start-up is not operative for more than 3 months or if a criminal proceeding is open to the majority shareholder or the managing director of the Start-up.

### **6. Confidentiality**

**6.1** The Parties undertake to treat all business secrets, data, information and documents known in the context of the contractual relationship in a confidential manner and not to make them accessible to third parties, as well as to use them exclusively for the purpose of the purposeful cooperation unless otherwise agreed in this Agreement. The secrecy explicitly includes all information, business secrets, data, and documents of other start-ups supervised at the SPG. Furthermore, the Start-up is responsible for ensuring this secrecy plan for their employees and project partners. This clause excludes information about each Party that is in public domain or available to any interested person.

**6.2** The Start-up 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.

## **7. Duration and Resolution**

Unless otherwise provided in other clauses, the present Agreement begins on [DD/MM/YYYY] and is concluded on [DD/MM/YYYY], holding the same duration as the ESA BIC Austria Incubation Contract. It is therefore understood that the present contractual relationship also ends with the termination for whatever reason of the ESA BIC Austria Incubation Contract, without a separate notice being required.

## **8. Communications, Terms Computation**

All news, inquiries, assignments or other communications relating to this Agreement must be sent in writing by registered mail or e-mail at the address indicated in this Agreement or by making further known in writing. Any communication will be deemed to have been received within the normal postal delivery time if sent by registered mail or by the day following the shipment when sent by e-mail.

## **9. Governing Law and Competent Court**

For all disputes arising from this Agreement, including questions of its condition and its dissolution, the jurisdiction of the relevant court in Graz shall be agreed. Only Austrian law shall apply to this legal relationship.

## **10. Additional Provisions**

**10.1** The Start-up is not allowed to assign this Agreement or any of its obligations hereunder to any other person or entity without the prior written consent of SPG.

**10.2** There are no supplementary verbal agreements to this Agreement. Amendments to this Agreement require the written form to be legally valid; this also applies to every modification to this preliminary requirement.

**10.3** If, for any legal reason, the duration of the present Agreement established by mutual agreement between the Parties should be invalid or uncertain, the Parties agree, from now on, to apply a period of three years beginning from the conclusion of this Agreement.

**10.4** If a provision of this Agreement proves to be invalid, unlawful or ineffective, this shall not affect the validity of the remaining provisions. In lieu of the invalid, unlawful or ineffective provision, the Parties shall agree on the provision which comes closest to the meaning of the Agreement. This also applies in the event that gaps occur in the Agreement.

Graz, [DD/MM/YYYY]

On behalf of Science Park Graz GmbH:

On behalf of the Start-up:

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

.....  
[name]  
[role]