

DRAFT INCUBATION CONTRACT (ESA BIC BW xx-201x)

Between:

cesah GmbH Centrum für Satellitennavigation Hessen,

located at: Robert-Bosch-Straße 7,
D-64293 Darmstadt, Germany,

(hereinafter called “cesah”),

represented by Dr. Frank Zimmermann, its sole Managing Director,

of the one part,

and

....,

whose Registered Office is at: ...

(hereinafter called the “Incubatee”)

represented by ... (Chief Executive Officer, authorized with the power of sole representation),

of the other part,

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

Commencement Date: ...

Contract End Date: ...

the following has been agreed:

P R E A M B L E

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 the cesah GmbH Centrum für Satellitennavigation Hessen (cesah) with more than 10 years of experience in incubation procedures with its Subcontractors IHK Reutlingen and Airbus Defence and Space (DS) to implement and manage the ESA BIC in Baden-Württemberg through ESTEC contract No. 4000xxxx and its applicable Work Orders.
6. WHEREAS cesah is a limited liability company established under the laws of Germany by the *Land Hessen*, the *Stadt Darmstadt*, the *Technische Universität Darmstadt*, the *Hochschule Darmstadt* and several private companies.
7. WHEREAS the purpose of cesah is to provide services relevant to the promotion of research, design, development, prototyping, testing and preparation for production and marketing of commercially attractive ground-based applications, in particular those based on the use of satellite navigation, and to support the research potential of universities, research centres and research oriented enterprises in this field with a view to encourage the creation of new companies and university spin-offs and to identify and to promote research and development projects.
8. WHEREAS the Incubatee wishes to participate in the ESA BIC in Baden-Württemberg and benefit from the assistance which may be offered to it through the provisions of this Contract.

ARTICLE 1 - CONTRACTUAL BASELINE

1.1. 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, the Final Report and the Business Plan and all other obligations and deliverables to be made by the Incubatee under this Contract.

“Agency” means the European Space Agency.

“Annual Performance Report” shall have the meaning set out in Appendix 1, section 5.6.

“Business Plan” shall have the meaning set out in Appendix 1, 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 contract change proposal, and the final CCN.

“Commencement Date” shall mean the date that this Contract shall come into force, as set out in Article 6.

“Confidential Information” shall have the meaning set out in Article 12.2.

“Contract” shall mean this contract between cesah 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 6.

“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 cesah.

“Declaration of Other Financial Support” shall have the meaning set out in Article 9.

“Deliverables” shall have the meaning set out in Article 3 as well as further defined in Appendix 1, section 5.

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

“Equipment” shall have the meaning set out in Article 4.2.

“ESA BIC in Baden-Württemberg” shall have the meaning set out in the Preamble.

“Executive Summary” shall have the meaning set out in Appendix 1, section 5.4.

“Favourable Conditions” shall mean conditions a seller or service provider is willing to sell or provide on and a purchaser willing to accept, which are more favourable to the purchaser than market conditions and which normally allow reasonable profit for the seller or service provider;

“Final Report” shall mean the complete statement of the work undertaken by the Incubatee during the Contract Term, as further defined in Appendix 1, section 5.3.

“Financial Contribution” shall mean the amounts paid by cesah to the Incubatee in accordance with this Contract. These financial contribution has been provided by the Agency to cesah in the frame and for the purposes of the Agency’s technology transfer initiative and are managed by cesah for the account of the Agency.

“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 3.1.1 as well as further defined in Appendix 1, section 5.2.

“Mid Term Review” shall have the meaning set out in Appendix 1, 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 whatsoever for the duration of the Contract Term.

“Technical Support” shall have the meaning set out in Article 4.1.

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

“**Third Party Services**” shall have the meaning set out in Article 5.

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 Appendix 1;

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

1.2.4 The Incubatee’s Business Activity Proposal ref ..., dated ..., Version ..., not attached hereto but known to both Parties.

ARTICLE 2 - PURPOSE

The purpose of this Contract is to define the terms and conditions under which cesah will provide to Incubatees technical and business support assistance and Funds with a view to enable the Incubatee to develop scientific or commercial applications using space technology.

ARTICLE 3 – 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:

3.1 Documentation

3.1.1 Mid Term Report

At Mid Term, the Incubatee shall provide to cesah’s representatives, described in Article 10.3(a) and (b), 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 2 herein.

3.1.2 Business Plan

The Business Plan shall be provided to cesah’s technical representative stated in Article 10.3(a) in 2 copies, not later than on the Contract End Date.

3.1.3 Final Report and Executive Summary

- (a) At least two months prior to the Contract End Date, the Incubatee shall provide cesah with draft versions of the Final Report and the Executive Summary. cesah 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 cesah. Templates are provided in Appendix 3 herein.
- (b) The Final Report and the Executive Summary shall be delivered by the Incubatee to cesah in 3 (2 paper copies and 1 electronic copy) and 6 copies (5 paper copies and 1 electronic copy) respectively.

3.2 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 the Agency through cesah.

3.2.1 Software

- (a) In the event that the Incubatee develops software during the Contract Term and as part of its Activity the Incubatee shall deliver such software to cesah in a form to be agreed with cesah.
- (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.
- (a) The incubate shall deliver a complete demonstration including hosting server (functional prototype level).

3.2.2 Hardware

- (a) In the event that the Incubatee develops any hardware during the Contract Term and as part of its Activity, cesah is entitled to request the Incubatee to loan the hardware to cesah and/or the Agency for the purposes of displaying it in an exhibition or for the cesah 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 cesah and/or the Agency at the end of the Contract Term or upon the cancellation of this Contract, unless otherwise agreed in writing by the Parties.

ARTICLE 4 – ESA BIC IN BADEN-WÜRTTEMBERG UNDERTAKINGS

4.1 Technical Support

- (a) For the purposes of this Contract, [OPTION 1: Airbus DS or OPTION 2: Bosch Automotive Electronics (AE)] is willing to provide the Incubatee with a maximum of 80 hrs technical support necessary for and directly related to the Activity of Incubatee (referred to as “Technical Support”).
- (b) The Technical Support shall be provided for the duration of the Contract Term, unless a shorter period is agreed between the Parties and is offered on a best efforts basis. Neither the support provider nor cesah shall be held liable in case the support is not provided.
- (c) Any information in documentary or other physical form provided to the Incubatee as part of the Technical Support shall remain the property of [OPTION 1: Airbus DS or OPTION 2: Bosch Automotive Electronics (AE)] and shall be returned to [OPTION 1: Airbus DS or OPTION 2: Bosch Automotive Electronics (AE)] 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 Clause 10.3 c).

4.2 Equipment

[It is not foreseen the Agency or cesah 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]

4.2.1 Equipment

- (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 4.2(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 [indicate same party here] by the Incubatee, in the same condition as it was in when the Incubatee received it from [indicate the same party] 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]*

4.3 Software

[It is not foreseen the Agency and cesah 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]

4.3 Software

(a) For the purpose of this Contract the [indicate the same party here] 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 in accordance with the licence set out in Appendix 5]

(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 5 - SERVICES TO BE PROVIDED BY THIRD PARTIES

The Incubatee shall notify cesah when entering into agreements with Third Parties to obtain specific advice/product relevant to the Activity (“Third Party Services”). cesah 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 Germany unless the product/service is not available in such territory.

ARTICLE 6 - CONTRACT TERM

This Contract shall enter into force upon signature by the legal representatives of both Parties (“Commencement Date”) but not before ... and shall continue in force until ... (“Contract End Date”), unless it is cancelled or otherwise terminated in accordance with Article 17. In no case shall the Contract Term exceed the duration of 2 (two) years.

ARTICLE 7 – MEETINGS AND REPORTING REQUIREMENTS

Full details of reporting and meeting requirements are set out in Appendix 1 sections 3 and 4 respectively.

ARTICLE 8 – FINANCIAL CONTRIBUTION AND PAYMENT

8.1 Financial Contribution

8.1.1 cesah’s total financial contribution to the Activity amounts to:

[25,000 EURO] [Twenty Five Thousand EURO] for IPR & product development.

The bank details for the money transfer are:

account holder: ...
bank name: ...
bank code: ...
account number: ...

8.1.2 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.

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

8.1.2.2 The incubatee shall proof all expenses from the ESA funding solely with third parties’ invoices used for IPR and product development following the

provisions on Article 5 here above. The incubatee is not authorized to use the above stated funding for reimbursement of his own hours spent in the project.

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

8.2 Payment Terms

All payments shall be made according to the provisions of this Article 8. All payments are subject to evidence of commitment of an amount at least equal to the approved contribution from the ESA incentive scheme, from sources other than ESA before they can be paid.

8.3 Categories of Payment

Relative to the financial contribution set out under Article 8.1, cesah shall make the following payments to the Incubatee:

8.3.1 Progress Payments

(a) cesah 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 cesah, 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 cesah reserves the right to require the return of the progress payments without prejudice to its rights under Article 17.

8.4 Final Settlement

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

8.4.2 Final settlement to the Incubatee is due by cesah upon:

- a) receipt by cesah of the Cost Report;
- b) receipt by cesah 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 cesah of the satisfactory completion of the Activity under this Contract.

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

8.4.4 cesah shall make the following payments:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT IN EURO
PROGRESS I: Upon signature of the incubation contract by the incubatee	...	10,000
PROGRESS II: Upon successful MTR, acceptance by cesah of MTR report and all related deliverables	...	10,000
FINAL: upon acceptance by cesah of all Deliverables under the contract, including Final Report, Business Plan, the hardware and/or software and upon acceptance by cesah of the Incubatee's Cost Report	...	5,000

8.5 Invoices, place and payments

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

8.5.2 Payments shall be made by cesah in EUR to the account specified by the Incubatee, see Article 8.1.1. 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 cesah orders of payment reach its bank within the payment period stipulated in Article 8.4.3 above.

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

ARTICLE 9 – NOTIFICATION ON OTHER FINANCIAL SUPPORT

The Incubatee shall notify the Agency through cesah in writing of any financial support it has received from any public or administrative body during the three (3) years prior to the Commencement Date and it receives during the Term of this Contract, and if any approval for such support was previously obtained from the Commission of the European Communities. In the event of any violation of this

provision, cesah reserves the right to require the reimbursement of the Funds without prejudice to its rights under Article 17.

ARTICLE 10 - PARTIES REPRESENTATIVES AND COMMUNICATIONS

10.1 All correspondence relating to 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.

10.2 All correspondence for either Party shall be sent to both representatives of each Party stated in Articles 10.3 and 10.4, i.e. depending on the subject, addressed to one representative with a copy to the other.

10.3 For the purpose of this Contract, ESA BIC in Baden-Württemberg representatives are:

(a) For technical matters:

Dr. Stefan Engelhard Email: engelhard@reutlingen.ihk.de
Tel: +49 (0) 7121 201 - 158
Fax: +49 (0) 7121 201 - 4158

or a person duly authorised by him

(b) For contractual and administrative matters:

Donata Pedrazzani Email: pedrazzani@cesah.com
Tel: +49 (0) 6151 / 39 21 56 10
Fax: +49 (0) 6151 / 39 21 56 19

or a person duly authorised by her.

(c) For day-to-day contractual and administrative matters with the exception of payments:

Dr. Stefan Engelhard Email: engelhard@reutlingen.ihk.de
Tel: +49 (0) 7121 201 - 158
Fax: +49 (0) 7121 201 - 4158

or a person duly authorised by him

10.4 For the purpose of this Contract the Incubatee’s representatives are:

(a) For technical matters:

... E-mail: ...
 Tel.: ...
 Fax: ...

or a person duly authorised by him.

(b) For contractual and administrative matters:

... E-mail: ...
Tel.: ...
Fax: ...

or a person duly authorised by him.

(c) For day-to-day contractual and administrative matters with the exception of payments:

... E-mail: ...
Tel.: ...
Fax: ...

or a person duly authorised by him.

ARTICLE 11 - PUBLICITY AND VISUAL IDENTITY OF INCUBATEES

11.1 Publicity

11.1.1 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 cesah, ESA, ESA BICs or any aspect of ESA BIC in Baden-Württemberg activities, or permit any Third Party to do so, without the prior written consent of cesah.

11.1.2 cesah shall not produce or disseminate any form of communication material, press releases or other publicity documents which are intended by ESA BIC in Baden-Württemberg 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.

11.2 Visual Identity of the Incubatee

11.2.1 The Incubatee shall not use the official emblem of ESA, ESA BICs or ESA BIC in Baden-Württemberg or any other logo or trademark which may be owned or used by the Agency or cesah for any purpose whatsoever, unless stated in this Article.

11.2.2 The Incubatee may place the logo attached hereto in Appendix 4 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.com and stated as a partner of the company, but not on its products or any other material which it produces:

"[name of incubatee to be inserted] is participating in the ESA Business Incubation Centre in Baden-Württemberg.", is referred to as the "Text Line".

Usage of the ESA BIC location Logo and Text Line by the Incubatee shall be subject to the following conditions:

- (a) the Incubatee shall submit to cesah's contractual representative or his duly authorised representative for prior written approval all promotional material and publicity documents, on which the Text Line and the ESA BIC location logo are to appear or are intended to be used, which approval may be withheld or withdrawn from any material or documents at any time at cesah's discretion;
- (b) the prior approval of cesah for the use of the logo and 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 cesah 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 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 cesah's contractual representative or his duly authorised representative; and
- (e) no use of the ESA BIC location logo and 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 cesah; and
 - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.

11.2.3 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 cesah's contractual representative or his duly authorised representative with information and documents to evidence such use.

11.2.4 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 17, unless specified in writing by cesah and the Agency and the following Clauses here below.

11.2.5 Incubatees which successfully conclude the ESA BIC programme ("Alumni") shall be allowed to use the following Text Line together with ESA BIC location Logo, 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.com and stated as a partner of the company.

"[name of alumnus to be inserted] is an Alumnus of ESA Business Incubation Centre in Baden-Württemberg [graduation year to be inserted].", is referred to as the "Text Line".

Alumni using the text line and logo have the obligation to report its use on a yearly basis to the Agency for as long as the text line and logo are used. The Agency and/or cesah may withdraw the right to use the text line and the logo at any time for any reason.

11.2.6 The Agency has set-up and registered "Space Solutions" trademark to be used by techno-starters on their products. To use this trademark, the techno-starter

has to enter into a licensing agreement with the Agency and pay a fee. Details can be found on <http://www.esa.int/spacesolutionslogo>.

ARTICLE 12 - CONFIDENTIALITY

- 12.1 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 12 and assumed by that Party in relation to the other Party.
- 12.2 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 12, documentation shall include any final documentation deliverable under this Contract with the exception of the Executive Summary.
- 12.3 Each Party may disclose Confidential Information on a strictly “need to know” basis to:
- its employees;
 - its professional agents;
- 12.4 On the Contract End Date, or upon the earlier termination or cancellation of this Contract in accordance with Article 17, 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 cesah.
- 12.5 The obligations in this Article 12 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.

- 12.6 The contents of this Contract are Confidential Information.
- 12.7 The obligations set out in this Article 12 shall survive the termination, cancellation or expiry of this Contract.

ARTICLE 13 – INTELLECTUAL PROPERTY

13 Ownership

13.1 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.

13.2 Use of Intellectual Property Rights by the Agency

13.2.1 If the Agency or its Member States require the use of any Intellectual Property Rights, owned by the Incubatee as described in Article 13.1, for the performance of the Agency's programmes, the Incubatee shall be invited to submit a proposal following a request for quotation issued by the Agency.

If, for any reason, the Incubatee is not able to submit a proposal within the determined tendering period, or following evaluation, said proposal is not recommended in-line with the ESA Rules and Regulations, the Agency is 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 Scientific Research and Research and Development programmes, with the right to grant sub-licenses.

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

13.2.2 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 13.1, to an assignee the Incubatee shall ensure that the Agency's and its Member States' rights, as set out in Article 13.2.1 of this contract, are reassigned to the new assignee.

13.3 Transfer of Intellectual Property Rights outside the ESA Member States;

The Incubatee shall inform the cesah technical representative, as stated in Article 10.3 (a), well in advance of its intention to transfer outside the Agency's Member States any Intellectual Property Rights arising from this Contract.

ARTICLE 14 – LIABILITY

14.1 Limitations of Liability

14.1.1 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 12 and 13.

14.1.2 Limitation of Liability

Subject to Article 14.1.1, 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 25,000 EURO (Twenty Five Thousand EURO), per event or series of connected events.

14.2 Infringements of the Law

14.2.1 cesah 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 Germany or in any other country whatsoever.

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

14.3 Infringement of the Rights of Third Parties

14.3.1 The Incubatee shall indemnify cesah and the Agency 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, in accordance with this Contract, of documents, patterns, drawings or goods supplied by cesah - which may be made, or brought against cesah or the Agency, or to which cesah or the Agency may be put by reason of such infringement or alleged infringement.

14.3.2 cesah 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.

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

14.3.4 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.

14.4 Compensation for Damage Caused to Goods and Property

Claims in respect of damage shall be settled as follows.

14.4.1 Direct Damages

(a) The Incubatee shall indemnify cesah and the entities having provided Equipment to the Incubatee through cesah against, and shall be personally responsible for, direct damage to the property and equipment provided through cesah to the extent that such damage is caused at least by negligence of the Incubatee and the Incubatee's personnel or agents.

(b) cesah 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 at least negligence of cesah and cesah's staff, agents or partners.

14.4.2 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.

14.5 Damages to Third Parties by the Incubatee

cesah 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 15 – CHANGES TO THIS CONTRACT

15.1 Introduction of a Change

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

15.1.2 The Incubatee shall ensure -in liaison with cesah- that each change proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered by the Incubatee and cesah. The Incubatee shall,

on the request of cesah, provide additional documentary evidence of the affect of the change to both Parties.

15.2 Approval or Rejection of the Change Proposal

15.2.1 Should the change proposal be approved by cesah, a corresponding CCN shall be prepared by cesah's contractual representatives as stated in Article 10.3(b) and submitted to both Parties for signature.

15.2.2 Should a change proposal be rejected for any reason by cesah, 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.

15.3 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 16 – POST INCUBATION MANAGEMENT

On each anniversary of the end of the Contract Term, during 10 years, subject to losing the right to use the Text Line and the ESA BIC logo if non compliant, the Incubatee shall prepare and submit an Annual Performance Report (see Appendix 1, point 5.6 annual performance report) to the Incubation Manager of the ESA BIC in Baden-Württemberg, as stated in Article 10.3(a), as well as to the European Space Agency's Technical Representative, as follows:

Mr. C.J.J. Eldering (TEC-ST)

E-mail: Niels.Eldering@esa.int

ESTEC
P.O. Box 299,
2200 AG Noordwijk, NL

Tel.: + 31 71 56 55487
Fax.: + 31 71 56 56635

ARTICLE 17 – TERMINATION AND CANCELLATION

17.1 Right of Termination

17.1.1 Each Party will have the right at any time during the Contract Term, without prejudice to its other rights or remedies, to terminate this Contract immediately, and without cause, by one (1) month's written notice to the other Party.

17.1.2 Each Party reserves the right to terminate this Contract, with immediate effect, in the event that the other Party commits a substantial breach of this Contract.

17.2 Cancellation Without Fault of the Incubatee

17.2.1 In the event of cancellation of this Contract by cesah without any fault of the Incubatee, the Incubatee shall on receipt of cesah's instructions for cancellation of this Contract, immediately take the necessary steps to implement the instructions. The period by which the Incubatee must implement such instructions shall be determined by cesah after consultation with the Incubatee.

17.2.2 cesah shall indemnify the Incubatee against such part of any loss of profit as is reasonably attributable to the cancellation of this Contract and against any damages resulting from the cancellation of this Contract in particular against any commitments, liabilities or expenditure which are reasonably and properly incurred by the Incubatee and are directly related to this Contract, in so far as the said commitments, liabilities or expenditure would otherwise represent an unavoidable loss by the Incubatee by reason of the cancellation of this Contract.

17.2.3 The amount of compensation payable under Article 17.2.2 shall be fixed on the basis of documentary evidence produced by the Incubatee and accepted by cesah. In calculating the amount of compensation payable to the Incubatee cesah shall take account of the proportion of this Contract completed and shall take into account the provisions of Article 17.2.4.

17.2.4 cesah shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 8.1 and Article 5 herein or when added to the other sums paid, due or becoming due to the Incubatee under this Contract by cesah, exceeds the total contractual payments due by cesah to the Incubatee, as set out in Article 8.1.

17.3 Grounds for Cancellation by cesah

cesah will have the right, without prejudice to its other rights or remedies, after full consideration of all relevant circumstances, which may include consultation with the Incubatee, to cancel this Contract by giving written notice with immediate effect to the Incubatee in any of the following circumstances:

- (a) if the Incubatee assigns or transfers this Contract in breach of Article 18;
- (b) if the Incubatee becomes insolvent or if its financial position is such that within the framework of the national law of the Incubatee's incorporation, legal action leading towards bankruptcy may be taken against the Incubatee by its creditors;
- (c) if the Incubatee conducts fraudulent practices in connection with this Contract, particularly concerning the nature and quality of the Activity or by giving or offering gifts or remuneration for the purpose of bribery to any person, irrespective of whether such bribes or remuneration are made on the initiative of the Incubatee or otherwise; and/or
- (d) if the Incubatee has provided incorrect and/or incomplete information regarding:
 - (a) the Statement of Non Co-incubation;
 - (b) the Incubatee's legal ownership;
 - (c) the Incubatee's Chamber of Commerce registration; and/or
 - (d) the Declaration of other financial support.

17.4 Consequences of Cancellation

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 cesah and shall be handed over to cesah upon the expiry or cancellation of this Contract. This shall include:

- (a) any information and documentation under Article 4.1;
- (b) any equipment under Article 4.2;
- (c) any software under Article 4.3.

17.5 Continuing Rights and Obligations

The termination, cancellation or expiration of this Contract will not affect the Parties' continuing rights and obligations regarding any relevant provisions of this Contract, in particular those set forth under Articles 8.5, 11.1, 12, 13 and 14.

ARTICLE 18 - ASSIGNMENT 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 19 - DISPUTE SETTLEMENT

- 19.1 This Contract shall be governed by the laws of Germany.
- 19.2 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.
- 19.3 Any dispute arising out of the interpretation or implementation of this Agreement that cannot be settled through the consultations referred to in Article 19.1 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 Germany 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 Germany.

ARTICLE 20 - DATA PROTECTION

- 20.1 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 in Baden-Württemberg, cesah and its Subcontractors, for any studies and/or reporting that may be carried out by the Agency and/or cesah and its Subcontractors. 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 Germany and other countries for the fulfilment of the above requirements.

Done and signed in two (2) original copies, one for each Party to this Contract,

on behalf of the ESA BIC in Baden-Württemberg

Dr. Frank Zimmermann
Managing Director cesah

Date : _____

on behalf of the Incubatee:

... [Name and function]

Date : _____

APPENDIX 1 - 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 cesah in regard to the ESA BIC in Baden-Württemberg.

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 cesah shall be addressed to cesah's representatives nominated in Article 10.3 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 cesah'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 cesah'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 cesah'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 cesah'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 cesah or the Incubatee.

4.4 Notice and Agenda for Meetings

For all meetings the Incubatee shall ensure that proper notice to cesah is given at least two (2) weeks in advance of when cesah'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 cesah, 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 cesah'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 5 of this Contract. The Mid Term Report shall be presented by the Incubatee to cesah at the Mid Term Review. The Incubatee shall submit the presentation of the Mid Term Report to cesah 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 cesah and/or any other support entity;
- (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 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 cesah 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 cesah and to the Agency (according to Article 16 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 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)

In the event the Incubatee develops software under the incubation programme, the Incubatee shall deliver to cesah a copy of the software in source code form, it being understood that the Agency shall keep the source code under confidentiality provisions, for purpose of auditing only.

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 to the following provisions:

Software that is considered ESA's foreground shall not be subject to royalties.

The Incubatee shall provide a demonstration of the software to cesah'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. Incubatees shall however keep the prototype available for lending it to ESA for exhibitions.

APPENDIX 2 - 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									
<table border="1"><thead><tr><th>Sub-tasks</th><th>Costs (€)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total (€)</td><td> </td></tr></tbody></table>	Sub-tasks	Costs (€)					Total (€)		
Sub-tasks	Costs (€)								
Total (€)									
Output									

4. Planning of tasks/work packages, next phase

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

Task/Work Package #									
Objectives									
Sub-tasks									
Costs									
<table border="1"><thead><tr><th>Sub-tasks</th><th>Costs (€)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total (€)</td><td> </td></tr></tbody></table>	Sub-tasks	Costs (€)					Total (€)		
Sub-tasks	Costs (€)								
Total (€)									
Output									

5. Incubation Planning Overview:

Task/WP	Task Name		Month/Year	Month/Year	Month/Year	Month/Year	Month-Year	Month/Year
1		Planned	[Green bar]					
		State	[Yellow bar]		50%		[Green bar]	
2		Planned	[Green bar]					
		State	33%		[Green bar]		[Green bar]	
3		Planned	[Green bar]					
		State	[Green bar]					
4		Planned	[Green bar]					
		State	[Yellow bar]		150%		[Green bar]	
5		Planned	[Green bar]					
		State	[Yellow bar]		100%		[Green bar]	
6		Planned	[Green bar]					
		State	0%		[Green bar]		[Green bar]	
7		Planned	[Green bar]					
		State	100%		[Green bar]		[Green bar]	
8		Planned	[Green bar]					
		State	[Green bar]					

Midterm Review

Final Review

6. Cost Breakdown Overview, first phase:

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

7. Changes in expected Costs, first phase:

WP	Task Name	Expected amount at Midterm Review		Real Costs		Difference in €		Difference in %	
		BPD	TPA	BPD	TPA	BPD	TPA	BPD	TPA
1									
2									
3									
4									
5									
6									
7									
8									
Total									
BPD+TPA									

8. Overview of technical experts

Expert hours used, this phase

Experts hours needed, next phase

9. Overview of major challenges/concerns.

10. Other news/updates

Very short, f.ex

- change in team
- financial developments/ additional sources of funding/ investments (personal/subsidy)
- cooperation agreements

11. Proposal of CCN

If any

12. Q&A

APPENDIX 3 - FINAL REPORT TEMPLATE

Template for Final Report (see also 5.3 of Appendix 1 of the incubation contract). Please use this template also to structure your presentation for the Final Review.

1. Introduction

2. Elevator pitch

2-3 minutes Pitch (*This is good training and will introduce the company and business idea to potential new audience.*)

3. Lessons learned (5.3.a in annex 1.5 of the contract);

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

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

5. Business contacts established (5.3.c in Appendix 1 of the contract);

6. Progress report on work packages of total incubation period (5.3.d in Appendix 1 of the contract);

Refer to each task in original proposal, and present the current status of the task/work package. Explain reasons to why tasks have not been completed (if any). Present any new tasks that have been added in this first phase (if any).

Task/Work Package #n								
Objectives								
Sub-tasks								
Costs								
<table border="1"><thead><tr><th>Sub-tasks</th><th>Costs (€)</th></tr></thead><tbody><tr><td> </td><td> </td></tr><tr><td> </td><td> </td></tr><tr><td>Total (€)</td><td> </td></tr></tbody></table>	Sub-tasks	Costs (€)					Total (€)	
Sub-tasks	Costs (€)							
Total (€)								
Output								

7. Incubation Planning Overview (planned *and* actual):

Task/WP	Task Name		Month/Year	Month/Year	Month/Year	Month/Year	Month-Year	Month/Year
1		Planned						
		State			50%			
2		Planned						
		State	33%					
3		Planned						
		State						
4		Planned						
		State			150%			
5		Planned						
		State		100%				
6		Planned						
		State	0%					
7		Planned						
		State	100%					
n		Planned						
		State						

Midterm Review

Final Review

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 4 - LOGO



**business
incubation
centre**

Hessen & Baden-
Württemberg