

DNA. CASCAIS

Empreendedorismo e Comércio

TERMS OF USE
BUSINESS HUB

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Preamble:

The main purpose of the DNA Business Hub located in Cruz de Popa, Alcabideche, Cascais Municipality, consists on promoting and following up innovative business projects and start-ups at an early stage. This is done by placing the businesses in the same physical area and having a set of services and offices available with individual areas, thus providing the businesses with the necessary tools integrate an adequate corporate environment and the necessary conditions to achieve success at an early stage. As well as physical setups for businesses, there are also services for virtual incubation and workspaces (open space) available.

The aim is to promote interaction between the corporate environment and research and education institutions, to take advantage of the potentially resulting synergies and complementarities. This purpose will also have an initial focus on Health, Sea, Tourism, New Technologies and Qualified Services in general.

In line with its mission, the Cascais City Hall and the DNA Cascais agency intend to support the following: entities, businesses and entrepreneurs that have ideas and projects with economic potential and that will potentially boost local development and local, regional or national competitiveness. The latter will be done through support mechanisms in the optimisation of the Business Plan. Also, they will support innovative ideas and projects with the creation of jobs and by securing qualified professionals.

This Regulation defines the terms of access and use of the facilities, as well as common areas, associated services and their general rules of functioning.

I – Definitions

Sponsor:

Agência DNA Cascais, the entity promoting the use and occupation of the space.

Cascais City Hall transfers the management of the area to Agência DNA Cascais, so that the entity promotes and manages the Business Hub and provides all the necessary services for its activity and the activity of companies or entrepreneurs in place.

Users:

Natural Person or *Legal Person* with innovative ideas or projects with business potential, aiming to settle in the Incubation Area. In case the natural person aims to create, in a term to be defined between the parties, a single-member private limited liability company.

Offices:

Individual areas where the companies can set base, located in the Incubation Area.

Common Areas:

All the areas that will be shared by the users of the Incubation Area and which are aimed at collective use.

II – Location, Facilities & Services

Article 1

(Location)

The Incubation Area (with a total of 2,764 square metres) and a 6,000 square metre patio, is located in Cascais, Alcabideche, in a building located in Cruz de Popa, and can assume a multipolar structure through its linkage to future corporate facilities, educational institutions, scientific and technological hubs.

Article 2

(Facilities)

The whole space includes four specific areas, which are:

- a) The first floor, with a total area of 831.8 square metres, primarily aimed at activities associated to the Sea Cluster, namely entities linked to maritime research.
- b) The second floor, with a total area of 828.8 square metres, structured to function as a Business Incubator, should be made up of offices adequate for the good performance of the companies' activities, with the following features: Internet access, fax and use of electricity, water and sanitation.

This floor should be primarily aimed at activities by services linked to health, energy, environment, tourism, qualified services in general, information technologies, biotechnology, biometrics, among other knowledge-based activities.

- c) Third and fourth floors, with the respective areas of 595.8 square metres and 508 square metres, aimed primarily at activities associated to general qualified services, creative industries and knowledge.

As well as the areas described, the following common areas are also part of the global space:

1. Patios, Reception and respective equipment;
2. Circulation areas;
3. Sanitary facilities;
4. Reception of mail in an individual post box per company;
5. Signage and furniture;
6. Auditorium with a capacity for 90 people;
7. Training Room with a capacity for 25 people;
8. Equipped conference rooms;
9. Waiting room to receive clients;
10. Carpark (limited access);

Article 3 **(Services)**

1. Physical Incubator

The support provided under the scope of the business Physical Incubation (located on the second floor) is essentially made up of the following services:

- a) Technical guidance in the implementation and development phases of the business idea/investment project or business start-up;
- b) Support to the creation of companies, providing access to financing partners and investors at DNA Cascais;
- c) Providing a physical space in the workstation or virtual incubation modes;
- d) Providing common areas, for shared use among all users;
- e) Basic services in conditions to be defined, namely: welcome area, faxes, sending and receiving mail; copy/printing services and cleaning services.
- f) Integration in joint promotion and/or marketing schemes;
- g) Access to specialised consulting under the terms and conditions defined on annex II of this Regulation;
- h) Access to specialised studies, outside the scope of the services provided by DNA Cascais, should be assessed on a case-to-case basis;
- i) Access and use of the auditorium and training rooms under the terms and conditions defined by annex II of the regulation;
- j) Virtual office service under terms to be defined.

2. *Workstation Incubator*

The Workstation Incubator allows businesses to have their tax headquarters at the DNA Cascais business hub as well as access to a workstation in open space in a room duly equipped for this purpose.

3. *Virtual Incubator*

The virtual incubation enables businesses to have their tax headquarters at the DNA Cascais business hub. In association to this service, you may request mail forwarding – digitally or by post – to the entrepreneur's place of residence, paying an amount to be agreed between the parties.

- a) DNA Cascais does not take responsibility for any delays or losses in the delivery of mail that may cause damage (e.g. Fines, tax costs, among others).
- b) The prices and terms of payment of the rooms at the Business Hub as well as the various associated services have been set in the table included in Annex II of this Regulation. This price table may be reviewed on an annual basis during meetings with the Administration Council at DNA Cascais.
- c) DNA Cascais does not take responsibility for the licensing and obtaining the necessary permits for the functioning of each company, and commit to respecting all the applicable laws, of any legal nature.
- d) As well as the services mentioned above, there will be other services provided – under protocols between DNA Cascais and other entities – namely: legal support, accountancy support and tax support. The prices and terms of payment of these services have been set out in the table included in Annex III of this Regulation.

4. *Business Plan Optimisation Support*

Support in the optimisation of the Business Plan, namely:

- a) Definition of the entrepreneur's profile and skills;
- b) Pre-assessment of the business concept/idea and proposal to prepare the business plan;
- c) Optimisation of the business plan jointly with the entrepreneur;
- d) Economic and financial viability study;
- e) Identification of the main risks and mitigation plan;
- f) Procurement of financing/investors (Banks, Mutual Guarantee, Risk Capital and Business Angels);
- g) Negotiation and Follow-up with financiers/investors up to the phase of company creation.

The prices and terms of payment of these services have been set in the table included in Annex I of this Regulation.

III – Users & Activities

Article 4

(Users)

All natural and legal persons may be users of the Incubation Area if they have innovative ideas and projects, with economic potential and which may contribute for local development, with the aim to achieve business implementation.

Article 5

(Activities)

- 1) The setup with the *Physical Incubator* and the *Workstation Incubator* will comply with principles of non-discrimination regarding the activities developed by the Users, without prejudice to the preference given to innovative activities, research and technological development, namely those related to the sectors defined as strategic to the Cascais municipality, such as health, energy, environment, tourism and qualified services.
- 2) The activities performed should be set forth in law and should develop in a legitimate manner.

IV – User Premises

Article 6

(Agreements of use/transfer and service provision)

The Users and the managing entity will sign a Use/Transfer and Service Provision Agreement, through which the managing entity will assign an Office/Space inside the Incubator Area, which enables the use of the common areas, provides the services included in the present Regulation, within the specific terms foreseen in each agreement.

Article 7

(Transfer of spaces to third parties)

It will be strictly forbidden for Users to have any sort of entitlement, to let, sublet or transfer all or part of the Office/Space assigned, under penalty of immediate and automatic termination of the agreement bestowed with the Sponsor and all the resulting consequences.

Article 8

(Users' Rights)

The Users may fully use the Office/Space assigned as well as all the infrastructure, common usage services installed in the Incubation Area, according to the terms set up, accepting and complying with all the restrictions imposed for the sake of function, operation or strategy, by the Sponsor or by third parties.

Article 9
(Users' Duties)

- 1) The Users of the Incubator Area must comply with all the provisions included in the Regulation and the Agreements;
- 2) The Office/Space assigned is aimed exclusively at the User so that he/she may perform and execute the corporate purpose or activity and not only as a company headquarters. Rights deriving from the assignment of the Office/Space are untransferable and are destined only to assure the ends associated to the development of the activities described in the corporate purpose. In case these preconditions are not verified, DNA may present the User with an alternative incubation model;
- 3) The Office/Space assigned should be kept in a good condition of use. In case the business suspends its activity, it should communicate this decision to DNA Cascais in writing, invoking the reasons behind it, the estimated duration of the suspension and whether or not the business intends to maintain the right to use the physical space. The decision regarding the maintenance of the right to use the space will be the exclusive responsibility of the managing entity;
- 4) The user will keep a good coexistence with the other occupants of the building, not preventing in any way the use of the common spaces and services, and committing to assuring:
 - a) The discipline of its team and visitor, the normal and adequate use of the common facilities and the use, at a visible location, of the elements of identification, with the features defined by the Incubator;
 - b) The staff and visitors may not perform any activities besides the ones integrated in the development of the activities foreseen in the agreement signed with the Incubator;
 - c) Respect for hygiene, health and safety standards that are relevant for the activities performed at the facilities.
- 5) The user should provide timely notice, of at least 24 hours, to DNA Cascais, regarding the cancellation of the required spaces, namely conference rooms, training rooms and auditorium, otherwise, the amount in question will be invoiced as if the spaces had been used. DNA Cascais does not take responsibility over any delays that are under the responsibility of the Users.

Article 10
(Access to the Incubator Area and the Offices/Spaces)

- 1) The access to the Incubation Area will be limited;
- 2) The use of the facilities will comply with schedules set by DNA Cascais;
- 3) The access to the incubation centre outside the regular opening hours is only allowed to Users' staff installed at the centre, duly identified;
- 4) Law no. 37/2007 from the 14th of August observed, as it prohibits smoking inside offices and common areas, for the benefit of all the users;
- 5) Identification signage will be displayed at every user's work post.

- 6) The sponsor may prevent the entry of any persons who may offend or cause any disturbance in the facilities;
- 7) The User must have liability insurance to safeguard the facilities and its content, with DNA Cascais as the beneficiary.
- 8) The User also must have liability insurance for damage caused to third parties;
- 9) The User(s) will have to deliver copies of the insurance policies mentioned above and, when the policies expire, the user(s) should deliver a proof of payment;
- 10) The Users may not perform any works in the Office/Space assigned or common area, except for the case then the Office needs to undergo renovation works, which must be previously authorised in writing by DNA Cascais;
- 11) DNA Cascais has sole responsibility over the authorisation to place any advertising inside the building designated as "Business Hub".

Article 11

(Term)

The installation of the Users in the Incubation Area described as Second Floor will be done by a maximum of 36 (thirty-six) days, except in specific cases.

V – Application & Selection Procedure

Article 12

(Application)

An application by an entity that intends to set base in the Incubator Area, whether it is physical incubation, workstation or virtual, is formalised through filling in and delivering the form (available on the DNA Cascais website, www.dnacascais.pt), and, to this effect, the candidates should attach any documents deemed necessary and pertinent.

Article 13

(Selection)

- 1) The assessment of the submitted applications will be made by the managing entity.
- 2) The assessment is made after a maximum of 30 (thirty) days counting from the date the application was received.
- 3) The managing entity may, during this phase and whenever deemed necessary, request the candidate to supply further information or documents, as well as organising a face-to-face interview.
- 4) The assessment is made according to the criteria set in Article 14 of the present Regulation.
- 5) The result of the assessment and selection process is communicated to the candidate by e-mail with confirmation of delivery.
- 6) The substantial alteration of the activity developed by a User forcibly determines the presentation of a new application.

Article 14

(Criteria for support selection and implementation)

The applications presented will be selected according to the following 4 (four) fundamental criteria, which are:

- 1) Technical, economic and financial viability of the company or project;
- 2) Business Competitiveness: execution of innovative activities, research or technological development, competitive advantages and management qualification;
- 3) Valuing Human Resources: creating jobs, weight of qualified job;
- 4) Valuing the local economic structure and the insertion in the strategic sectors defined for the municipality.

VI – Penalties for Default of Payment to DNA Cascais

Article 15

(Consequences of the lack of payment for space leases and/or services available)

Lack of payment, with a delay of more than 7 (seven) business days in comparison to the deadline previously set with the sponsor, may lead to the suspension and/or termination of the respective service of use and/or services associated to the Incubator.

VII – Final Provisions

It is up to DNA Cascais and the Cascais City Hall to observe the compliance of the present Regulation, as well as the maintenance, conservation and security of the facilities.

The cases omitted from this Regulation will be resolved by the entities named above.

This Regulation was written using the new spelling agreement.

Annex I – Prices and Terms of Payment of the Business Plan Optimisation Support Services

The prices in force:

Services	Price (Euros)	Unit	Notes
<i>Support to Business Plan Optimisation without fund raising</i>	€ 250	-	Support to the optimisation of the business plan without the need for the entrepreneur to raise funds.
<i>Support to Business Plan Optimisation with fund raising</i>	€ 250 + 5% of the amount raised	-	Support to the optimisation of the business plan with the need for the entrepreneur to raise funds. In this case, capital should be defined as: Bank financing, risk capital, business angels and prepayment of the unemployment allowance by the IEFP.

Note: For the companies which cumulatively have or intend to have their tax headquarters in the Cascais Municipality, and which invest in the municipality, these services are free for the entrepreneur.

The amounts referred are subject to VAT at the legal rate in force.

Annex II – Prices and Terms of Payment at the DNA Business Hub in Alcabideche and Associated Services

The prices in force:

Services	Price (Euros)	Unit	Notes
Virtual Incubator	€ 40	Month	The virtually incubated businesses may use for conference rooms for 4 hours/month for free. If requested, an additional €10 should be paid to forward all mail digitally or by post. These services are limited to 60 documents per month. Specific terms apply depending on the Regulation and the Agreement signed between both parties.
Workstation Incubator	€65 (1st year) €75 (2nd year) €90 (3rd year)	Month	The Workstation Incubator businesses may use the conference rooms for 6 hours/month for free. They may also use an individual area in open space located in the Incubator. Specific terms apply depending on the Regulation and the Agreement signed between both parties.
Physical Incubator	€ 8 (1st year) € 10 (2nd year) € 12 (3rd year)	M2/Month	The physically incubated businesses may use for conference rooms for 12 hours/month for free. They may also use an office located in the Incubator. Specific terms apply depending on the Regulation and the Agreement signed between both parties.
Conference Room (6 people)	€ 5	Hour	Incubated entities will get a 50% discount over the stated price, subject to previous appointment and availability.
Conference Room (12 people)	€ 75	Day	Incubated entities will get a 50% discount over the stated price, subject to previous appointment and availability.
Training Room	€ 150	Day	Incubated entities will get a 50% discount over the stated price, subject to previous appointment and availability. Included audio-visual media in the room.
Auditorium	€ 300	Day	Incubated entities will get a 50% discount over the stated price, subject to previous appointment and availability. Included audio-visual media in the room. During weekends, an additional €100 should be paid to assure there is a technician at the location.

Note: Payment should be made within 8 (eight) days counting from the date the corresponding invoice was received. The frequency of the invoicing for the use of Physical Incubator areas in rooms, Workstation Incubator and Virtual Incubator will be monthly. The amounts referred are subject to VAT at the legal rate in force.

Annex III – Price List and Terms of the Services provided by the Entities Associated to DNA Cascais

The prices in force:

Services	Price (Euros)	Unit	Notes
<i>Legal Consultancy</i>	-	-	According to the agreement signed with the associated entity.
<i>Accountancy Services</i>	<i>90 (ENI) 127.5 (Limited companies) 202.5 (Limited liability companies)</i>	<i>Month</i>	According to the agreement signed with the associated entity.
<i>Tax Consultancy by e-mail</i>	-	-	This service is free and is part of a partnership established between DNA and BDO.
<i>Certified Accountancy</i>	<i>Minimum of €1,250</i>	<i>Year</i>	The amount mentioned above is subject to a pre-assessment by BDO, on a case-to-case basis.
<i>Provision of software development tools</i>	-	-	According to a partnership set between DNA Cascais and Microsoft under the scope of the BizSpark scheme.

Note: The amounts referred are subject to VAT at the legal rate in force.

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