

Africa–EU Space Partnership Programme

Africa Business Innovation
Lab (ABIL)

ABIL INVEST Incubation Contract

The African Business Innovation Lab (ABIL) is an initiative under the Africa–EU Space Partnership Programme (AESPP) funded by the European Union (represented by European Commission's DG-INTPA) within the Global Gateway initiative and delegated to European Space Agency (ESA) for the implementation in close collaboration with the Kenya Space Agency (KSA).

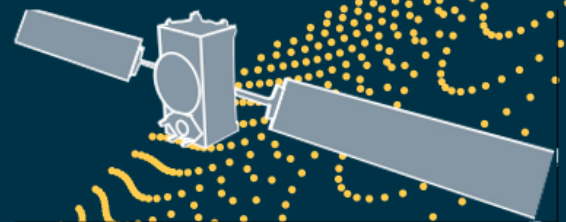


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[INSTRUCTIONS FOR THE INCUBATEE]

Please, follow the instructions below:

Save your own version of this template, providing it with a unique file name in the form of “ABIL-Incubation-Contract-[COMPANY]-v[x.xx]-[YYYY-MM-DD]”.

Please adhere to good version management practice. Always update the version/date within the document (in the cover letter and at the footer) and ensure it is consistent with the file name. Regarding the version numbering, you should aim at v1.00 being the version to submit to ABIL.

Explanations on what is expected to come into sections are given between brackets “[” and “]”. Remove or replace the explanations (including the brackets) in the text and the footer of the document before saving and submitting the final version of the document.

BEFORE THE CONTRACT SUBMISSION/SIGNATURE, DELETE THIS PAGE AND UPDATE THE TABLE OF CONTENTS]

INCUBATION CONTRACT

Between:

STAM s.r.l.

whose Registered Office is at:

Piazza della Vittoria 14 int. 25 – 16121 Genova

acting at request of the European Space Agency as manager of AFRICA BUSINESS INNOVATION LAB (hereinafter called the “**ABIL**” or “**Incubator**”),

located at: [...]

represented by [Full name of representative], [Position of representative in STAM],

of the one part,

and:

[Full Company Name]

(hereinafter called the “**Incubatee**”),

fully registered on ESA-STAR with SME status validated and having ESA Entity Code n. [...]

whose Registered Office is at:

[Full Company Address, with the same format as above]

whose

Certificate of Incorporation Number / Company Registration Number issued by the Business Registration Service (BRS), Kenya is [...]

and VAT Number is [...] of Kenya Revenue Authority (KRA) [...]

represented by [Full name of representative], [Position of representative in the startup]

of the other part,

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

Commencement Date of the Incubation: [DD/MM/YYYY]

Planned Incubation End Date: [DD/MM/YYYY]

the following has been agreed:

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 ABIL, including the preparation of the Mid Term Report, the Final Report, the Executive Summary, and the Business Plan and all other obligations and deliverables to be made by the Incubatee under this Contract.
Alumnus:	shall mean a company which has successfully completed an incubation at the ABIL.
Business Plan:	shall have the meaning set out in Appendix 1, section 4.1.4
Incubator:	means an entity providing business development support and office accommodation to Incubatees.
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.
Contract:	shall mean an agreement established in writing between the Incubator and the Incubatee regulating the Activity.
Contract End Date:	shall mean the date on which this Contract shall come to an end, as set out in Article 5 and when the final payment to the Incubatee has been made under the conditions outlined 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 the Incubator.
Deliverables:	shall have the meaning set out in Article 2.
Disclosing Party:	shall mean the Party disclosing Proprietary Information.
Equipment:	shall have the meaning set out in Article 3.4.
ABIL:	shall mean the incubator contracted by ESA and KSA to manage the ABIL.
ABIL logo:	shall mean the logo provided by the ABIL.
ABIL Partner:	(Incubator's Partners) shall mean an entity that is working together with the ABIL to support the incubation activities.
Executive Summary:	shall have the meaning set out in Appendix 1, section 4.1.3.
Final Report:	shall mean the document presenting all the Activity undertaken by the Incubatee during the Contract Term, as further defined in Appendix 1, section 4.1.2.
Force Majeure:	shall mean an event which is, unforeseeable, unavoidable and external at the time of Contract signature, occurs beyond the control of the affected Party and renders the performance of the Contract impossible for the affected Party, including but not limited to: Acts of God, Governmental Administrative Acts or omissions, consequences of natural disasters, epidemics, war hostilities, terrorist attacks.
Incentive:	

Incubatee:	shall mean a startup company or a SME, applying EO technology or systems to commercial applications.
Intellectual Property Rights (IPR):	shall mean all Registered Intellectual Property Rights, and all unregistered intellectual property rights granted by law without the need for registration with an authority or office including all rights in information, data, blueprints, plans, diagrams, models, formulae and specifications together with all copyright, unregistered trademarks, design rights, data base rights, topography rights, know-how and trade secrets or equivalent rights or rights of action 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.
Overall ABIL Contract	Contract n. 4000151870/26/I-KE between the Prime contractor STAM and ESA and including the subcontractors Planetek Italy (Italy), Corallia (Greece), Adanian Labs (Kenya) and LocatelT (Kenya) as part of the ABIL.
Proprietary Information:	shall have the meaning set out in Article 11.2.
Receiving Party:	shall mean the Party receiving Proprietary Information.
Registered Intellectual Property Rights:	shall mean all rights granted by law through registration with an authority or office (whether actually registered or in the form of applications) including all registered patents, utility models, designs, topography rights, domain names and trademarks or equivalent rights and rights of action anywhere in the world.
Technical Support:	shall have the meaning set out in Article 3.1.
Third Party:	shall mean a natural or legal person other than the Parties to this Contract.
Third Party Services:	shall have the meaning set out in Article 4.

ARTICLE 1 – SUBJECT OF THE CONTRACT, ELIGIBILITY, APPLICABLE DOCUMENTS

1.1 Subject of the Contract

During the Contract Term, the Incubatee undertakes to perform the Activity “[TITLE]” and the Incubator undertakes to provide technical support and business support, and up to the maximum Incentive Amount identified under Article 6.1.1 (hereinafter also referred to as the “Incubator’s Support”).

1.2 Eligibility

The Incubatee is a legal entity with legal personality¹ having the status of SME and registered under the laws of Kenya and currently doing business in Kenya.

The Incubatee’s product or service is an Earth Observation based or focused one.

The Incubatee does not conduct business activities promoting, or being related to, the production nor exploitation of alcohol, illegal drugs, tobacco, pornography, or gambling. The Incubatee’s business activities shall also refrain from addressing topics related to war, religion, politics, intolerance, violence and obscenity.

Neither the Incubatee nor the Incentive funding shall be used for military activities. This means that the Incubatee’s business application shall be exclusively for peaceful activities and not include any military activities at the time of application to and incubation in ABIL.

The Incubatee states that all the key personnel under the incubation contract have all the relevant working permits for the duration of the incubation contract.

The Incubatee is not and undertakes not to be hosted in another business incubator or entity or organisation providing similar support, for the duration of the incubation contract. Participation to complementary programmes may be agreed upon on a case-by-case basis.

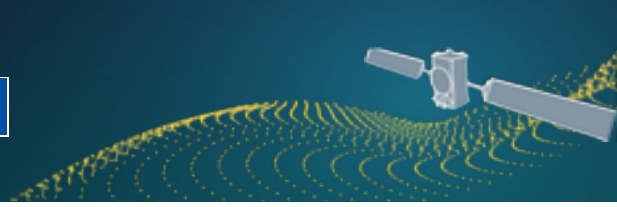
Funds or economic resources provided under this activity shall not be made available, directly or indirectly, to or for the benefit of any Restricted Person in accordance with the EU Restrictive Measures². By signing this Contract the Incubatee confirms that does not fall under the scope of EU Restrictive Measures and thus is not a Restricted Person; Should the Incubatee fall under the scope of EU Restrictive Measures this shall bring to the termination with fault of the contractor (see also clause 15.1).

1.3 Applicable Documents

The Activity and the Incubator’s support shall be performed in accordance with the following applicable documents listed hereunder in order of precedence, in case of conflict:

¹ Note that an incubation contract can only be signed with a legal entity *with* legal personality.

² Restricted Person means any entity, individual or group of individuals designated by the EU as subject to the EU Restrictive Measures in the lists provided at the EU Sanctions Map at www.sanctionsmap.eu, which is an IT tool for identifying restrictive measures regimes. Note that the EU Official Journal is the official source of EU law and, in case of conflict, its content prevails over that of the EU Sanctions Map.



- a) This Incubation Contract including the Mid Term Report and the Final Report templates;
- b) The Standard Requirements for Management, Reporting, Meetings, and Deliverables as set out in Appendix 1 hereto;
- c) The Minutes of the Contract meeting held on [DD/MM/YYYY], not attached hereto but known to both parties;
- d) The Incubatee's Business Activity Proposal (Cover Letter, Business Plan, Incubation Proposal) dated [DD/MM/YYYY], version [x.yz] not attached hereto but known to both Parties.

The latest updated version of the Mid-Term Report, Business Plan, and the Final Report templates will be made available by the Incubator to the Incubatee. The Parties agree that any change regarding these templates will not require a Contract Change Notice.

Furthermore, the following documents are enclosed with this contract and shall be provided by the Incubatee to the Incubator upon signature of the contract:

- Certificate of Incorporation (certified);
- CR12 Certificate/Form (certified);
- KRA PIN Certificate;
- Letter of Proof of Company Bank Account;
- Audited Financial Reports of previous last 2 years (Only if the company is existing for more than 24 months).

ARTICLE 2 – ACTIVITY OF THE INCUBATEE, DELIVERY

The Incubatee undertakes to deliver the items mentioned below (the “Deliverables”). These shall be sent to the Incubator’s Associate mentioned in Article 7 of the Contract, unless otherwise specified, in accordance with the following provisions:

2.1 Documentation

The Incubatee shall deliver as part of the Activity the documents specified in this section in electronic searchable, indexed and not encrypted PDF and original (WORD) format. See also Appendix 1, Section 4, for further requirements related to deliverables.

2.1.1 Mid Term Report

At least two (2) weeks in advance of the Mid Term Review meeting, the Incubatee shall deliver the “Mid Term Report”. This report shall describe the work carried out so far by the Incubatee under the Contract. The key content of the Mid Term Report shall be presented by the Incubatee to the Incubator at the Mid Term Review.

2.1.2 Final Report and Executive Summary

At least one (1) month prior to the Incubation End Date, the Incubatee shall deliver the draft versions of the Final Report and the Executive Summary using the Final Report template applicable to this Contract. The Incubator shall review the draft version of the Final Report and the Executive Summary and provide comments to the Incubatee at latest two (2) weeks before the Incubation End Date. The Executive Summary shall not contain any Proprietary Information. It may be used by the Incubator, ESA, and KSA for promotional purposes. The key content of the Final Report and the Executive Summary shall be presented by the Incubatee to the Incubator at the Final Review. The final versions of the Final Report and the Executive Summary shall be delivered by the Incubatee at the latest one week before the Incubation End Date.

2.1.3 Business Plan

The Business Plan shall be delivered at least one (1) month prior to the Incubation End Date. The key content of the Business Plan shall be presented at the Final Review.

2.2 Other Deliverables

As part of the Incentive Scheme, the Incubatee shall deliver to the Incubator, not later than at the Contract End Date or upon termination of this Contract, a proof of the developed product (prototype/Minimum Viable Product) or service. The Incubator may then deliver to or share this with the European Space Agency and the Kenyan Space Agency. The Incubator and the Agency will use these deliverables for communication, dissemination and publicity purposes, and for verifying correct use of the incentive.

2.2.1 Software

The Incubatee shall deliver a copy of the software or a demonstrator, if any of the above has been developed under the Contract. This may be a sample version of the application. If this is not feasible, and subject to approval by the Incubator, a video with a live demonstration of the software and its functionalities shall be delivered. In the event ESA or KSA require to use the software developed under this Contract for their Own Requirements, the Incubatee shall provide the appropriate licence. Software use rights to the developed software applications by

the Incubatee are granted free of charge to KSA for a period of at least two years following the end of this Incubation Agreement. The terms and conditions of such licence shall be agreed beforehand between the ESA or KSA and the Incubatee. For the sake of understanding, the relevant provisions of Article 11 below shall apply.

2.2.2 Hardware

- (a) The Incubatee shall deliver a product/a prototype of the hardware, or alternatively a demonstrator, if any of the above has been developed under the Contract. If this is not feasible, e.g. because of high production costs or the characteristics of the hardware, and is subject to approval by the Incubator, the Incubatee may instead deliver a mock-up or a video with live demonstration of the hardware in action, developed under this Contract. The Incubatee shall, however, keep the prototype for the specific use described under 2.2.2 b).
- (b) The Incubator and/or ESA/KSA via the Incubator shall have the right to loan any hardware developed by the Incubatee under this Contract, for the purposes of displaying it in an exhibition or for the Incubator and/or ESA's/KSA's promotional purposes. This right shall expire five (5) years from the end of the Contract Term or from termination of this Contract, unless otherwise agreed in writing by the Parties.

2.2.3 Photographs, Video demonstrations

Not later than at the Final Review, the Incubatee shall deliver photographs and video demonstrations of the work performed under this Contract to the Incubator. Such photographs and video demonstrations shall not contain any Proprietary Information and may be used by the Incubator and the Agency for promotion only.

2.2.4 Incubation Deliverables List

The Incubatee shall agree with the Incubator on an Incubation Deliverables List that should be added as an Appendix (Appendix 2) to this agreement. Not later than at the Final Review, the Incubatee shall deliver all items specified in the Incubation Deliverables List to the Incubator.

ARTICLE 3 – ABIL UNDERTAKINGS

The ABIL undertakings under this Contract include technical support and business support at no additional cost to the Incubatee and at the Incubatee's request, according to the following terms:

3.1 Office Space

The Incubator shall make available to the Incubatee, for the duration of this Agreement, at least one workstation equipped with a personal computer and internet connection, as well as access to the common spaces and shared areas of the facility in accordance with the applicable operating procedures and internal regulations in force.

3.2 Technical Support

- (a) A minimum of 40 hrs of technical support necessary for and directly related to the Activity (referred to as “**Technical Support**”) shall be offered to the Incubatee.
- (b) Any information in documentary or other physical form provided to the Incubatee as part of the Technical Support shall remain the property of the Incubator and shall be returned to the Incubator at the end of the Contract Term or upon the termination of this Contract.
- (c) For all matters relating to the Technical Support the responsible person is the person nominated in Article 7.3 below.

3.3 Business Coaching

A minimum of 50 hrs of business coaching necessary for and directly related to the Activity shall be offered to the Incubatee.

3.4 Equipment

It is not foreseen that the Incubator or the Agency will loan the Incubatee any equipment. In the event that happens, proper documentation and conditions of use will be clearly stipulated.

3.5 Software

It is not foreseen that the Incubator or the Agency via the Incubator will licence the Incubatee any software. In the event that happens, proper documentation and conditions of use will be clearly stipulated.

ARTICLE 4 – SERVICES TO BE PROVIDED BY THIRD PARTIES

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

For the purposes of this Article, it is hereby understood that the ABIL INVEST Funding shall be spent in Kenya unless the contractor requires a technology, data, infrastructure or specialist service provider from another country. In any case, as a general rule, at least 50% of the overall value of this contract should be spent in Kenya and any external expenditure should be incurred in Africa. Where this is not possible, the budget spent outside Africa is subject to justification, procurement rules and prior approval by ABIL, ESA and KSA.

Therefore, the Contractor shall inform the Manager of ABIL about ABIL EXPLORE Funding expenditures outside of Kenya and/or Africa. Any expenditure exceeding allowed percentage shall be submitted for the Manager of ABIL approval and accompanied with strong justification.



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 the Contract End Date, unless it is terminated in accordance with Article 15. In no case shall the Contract Term exceed the duration of 11 months.

ARTICLE 6 – FINANCIAL CONTRIBUTION AND PAYMENT

6.1 Financial Contribution

- 6.1.1 The maximum financial contribution payable by the Incubator to the Incubatee during performance of the Activity amounts to [...] EUR ([...] Thousand EURO) and is hereinafter also referred to as the “Incentive Amount”.
- 6.1.2 At the time of Mid-Term Review and Final Review, the Incubatee shall indicate in the Mid-Term Review and Final Review the costs incurred. At the end of the Contract term, costs incurred by the Incubatee will be reimbursed provided that: (a) Expenditures follow what has been specified in the expenditure plan provided in the incubation proposal or as subsequently (in course of the incubation) agreed upon with the Incubator, and (b) Deliverables are provided to the Incubator as described in this Contract. If the Incubatee's costs incurred under the Contract are lower than the Incentive Amount identified in Article 6.1.1 above, then the Incentive Amount shall be reduced accordingly and the amount paid in excess shall be returned.
- 6.1.3 The Incentive Amount does not include any taxes and duties.

6.2 Payment Terms

- 6.2.1 Payments shall be made within thirty (30) calendar days of receipt by the Incubator of the documents listed and fulfilment of the requirements as specified in the Payment Plan in Article 6.4 below.
- 6.2.2 Progress payments shall not be considered as final payments. Progress payments will be deducted from the total price under this Contract.
- 6.2.3 The Incubatee shall use the Incentive Scheme only for the purposes specified in this Contract unless a deviation has been specifically and formally agreed with the Incubator. In the event of any violation of this provision the Incubator reserves the right to require the return of the progress payments without prejudice to its rights under Article 15.

6.3 Requirements for invoices being regarded as due

- 6.3.1 Progress Payment: The Incubatee is allowed to claim the Progress Payment after provision of documentation evidencing the actual achievement of the milestone(s) as defined in the Payment Plan specified hereunder.
- 6.3.2 Final Settlement: a) The Incubatee is allowed to claim the Final Settlement after fulfilment of all its obligations due under this Contract, b) The Final Settlement to the Incubatee is due upon: 1) receipt and acceptance by the Incubator of the Final Report; and 2) confirmation by the Incubator of the satisfactory completion of the Activity and acceptance by the Incubator of all related deliverables due under the Contract.

6.4 Payment Plan

- 6.4.1 The Incubator shall make the following payments to administer the ESA incentive:

MILESTONE DESCRIPTION	SCHEDULE DATES	AMOUNT (€)
PROGRESS I: Upon successful 1st Progress Meeting (Kick-Off Meeting), submission of all applicable	Month 1	30%

deliverables, and Incubatee's registration in relevant ESA systems.		
PROGRESS II: Upon successful Mid Term Review and acceptance by the Incubator of the Mid Term Report (MTR) and all related Deliverables.	[Mid Term + 1]	40%
FINAL SETTLEMENT: Upon successful Final Review, acceptance by the Incubator of all Deliverables due under the contract, and fulfilment of all contractual obligations by the Incubate under the Contract.	[Final Month + 1]	30%
TOTAL		100%

6.4.2. 6.5 Payment implementation conditions

- 6.5.1 The payments shall be made by the Incubator in EURO to the account hereafter specified by the Incubatee. Payments shall be considered as effected by the Incubator on time if the Incubator's orders of payment reach its bank within the payment period stipulated in Article 6.2.1 above.

Account Holder: [...]
 Bank Name: [...]
 Bank Address: [...]
 IBAN: [...]
 SWIFT/BIC: [...]

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

ARTICLE 7 – PARTIES REPRESENTATIVES AND COMMUNICATIONS

- 7.1 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.
- 7.2 All correspondence for either Party shall be sent to both representatives of each Party stated in Articles 7.3 and 7.4, i.e. depending on the subject, addressed to one representative of the Party with a copy to the other one.
- 7.3 For the purpose of this Contract, the representatives of the ABIL are:

Name	[...]
Role	[...]
Telephone	[...]
e-mail	[...]

Name	[...]
Role	[...]
Telephone	[...]
e-mail	[...]

Name	[...]
Role	[...]
Telephone	[...]
e-mail	[...]

Name	[...]
Role	[...]
Telephone	[...]
e-mail	[...]

Postal address for all the ABIL Representatives shall be the following:

Address	[...]
---------	-------

- 7.4 For the purpose of this Contract the Incubatee's Representatives are:

Name	[...]
Role	[...]
Telephone	[...]
e-mail	[...]

Name	[...]
Role	[...]
Telephone	[...]



Email	[...]
-------	-----------------------

Postal address for all [\[Company\]](#) Representatives shall be the following:

Address	[...]
---------	-----------------------

ARTICLE 8 – PUBLICITY AND VISUAL IDENTITY OF INCUBATEES

8.1 Publicity

The Incubatee shall take all appropriate measures to publicise the fact that the project has received funding from the EU. Such measures shall be carried out in accordance with the guidelines provided at https://international-partnerships.ec.europa.eu/knowledge-hub/communicating-and-raising-eu-visibility-guidance-external-actions_en , or with specific guidelines provided by the Incubator. A communication package to be used shall be agreed between the Incubator and the Incubatee in line with the EU and ESA recommendations.

The ESA logo can be downloaded from the following link³:

<https://brand.esa.int/assets/logo/>

Any other use of the ESA logo requires the prior approval of the Communication Department of ESA with the Incubator acting as intermediate.

If equipment or major supplies are purchased under this Contract, the Contractor shall display appropriate acknowledgement on such equipment or major supplies, including the display of the EU emblem (twelve yellow stars on a blue background). On a case-by-case basis, ESA may propose appropriate alternative arrangements.

The acknowledgement and the EU emblem shall be of such a size and prominence as to be clearly visible in a manner that shall not create any confusion regarding the identification of the project as an activity of ESA, nor the ownership of the equipment, vehicles or major supplies by ESA.

- 8.1.1 The Incubatee may produce and/or disseminate communication materials, 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 the ABIL or any aspect of the ABIL activities, or permit any Third Party to do so, with a prior written consent of the ABIL.
- 8.1.2 The ABIL may produce and/or disseminate communication materials, press releases or other publicity documents which are intended 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, with a prior written consent of the Incubatee's contractual representative or its duly authorised representative.

8.2 Visual Identity of the Incubatee

- 8.2.1 The Incubatee should place the logos indicated in clause 8.1 in line with the communication package agreed with the Incubator and, if so desired, the following text line, in full and without amendment (hereinafter referred to as the "**Text Line**"), on its promotional materials and publicity documents, including exhibition and conference material and its internet site. A link to ABIL website shall be provided and it shall be clearly stated that the Incubatee is incubated within the ABIL funded by the European Union.

³ URL at the date of signature of the Contract. This URL may change during contract life-time without any notice to the Contractor by the Agency.

“[name of the Incubatee] is incubated within The Africa Business Innovation Lab (ABIL) which is an initiative under the Africa–EU Space Partnership Programme (AESPP) funded by the European Union (represented by European Commission’s DG-INTPA) within the Global Gateway initiative and delegated to European Space Agency (ESA) for the implementation in close collaboration with the Kenya Space Agency (KSA)” is referred to as the Text Line to be used in connection with the logos.

Use of the Logos and Text Line by the Incubatee shall also be subject to the following additional conditions:

- (a) the Incubatee shall submit to the Incubator for prior written approval all promotional materials 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 the discretion of the Incubator;
 - (b) the prior approval of the Incubator for the use of the logos 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 the Incubator of the compatibility of materials produced by the Incubatee with applicable law and regulations; the Incubatee shall refrain from using any statements which could suggest otherwise;
 - (c) any use of the logos 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 Incubator; and
 - (e) no use of the logos 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 EU, ESA, KSA, or ABIL; and
 - c. promote or are related to alcohol, tobacco, religion, political affairs, intolerance, violence, firearms, pornography, obscenity, gambling, and narcotic drugs.
- 8.2.2 The Incubatee shall keep appropriate records of the extent of its use of the logos and Text Line, stating in particular the nature of use of the logos and Text Line on its material, products and documentation. The Incubatee shall provide the Incubator with information and documents to evidence such use.
- 8.2.3 The use by the Incubatee of the logos and Text Line shall terminate upon the termination or expiry of this Contract as described in Article 15, unless otherwise specified in writing by the Incubator and the Agency and according to the provisions contained in this Contract.
- 8.2.4 The Incubatee shall not use the official emblem of ESA, KSA, EU or ABIL or any other logo or trademark which may be owned or used by ESA, KSA, EU or the Incubator for any purpose whatsoever, unless otherwise stated in this Article.
- 8.2.5 Alumni should use the following Text Line, together with the Logos. Possible uses include their marketing, exhibition, and conference materials (including their internet site), as long as the logo is linked to [ABIL website]. Alumni identify themselves as “Alumnus” under the ABIL program. The Agency may withdraw the right to use the text line at any time for any reason.



“[name of the company] is an Alumnus of ESA EU-AFRICA SPP-AFRICA BUSINESS INNOVATION LAB [graduation year]” is referred to as the Alumni Text Line together Logos.

- 8.2.6 Alumni using the Alumni Text Line have the obligation to report its use on a yearly basis to the Incubator.

ARTICLE 9 – GENERAL CONDITIONS OF EXECUTION

The Incubatee shall, in accordance with ESA's Policy on the Prevention, Detection and Investigation of Fraud, to the extent allowed by applicable national law, cooperate with the Agency's investigation team in any investigation of fraud initiated by the Agency and inform its personnel of their obligation to cooperate accordingly. The Agency's Policy on the Prevention, Detection and Investigation of Fraud is available at: <https://esastar-publication.sso.esa.int/supportingDocumentation>

The Incubatee shall accept checks and audits made by the EU and competent bodies of the EU, and agrees to the following. The European Commission (the Commission), the European Anti-Fraud Office (OLAF) and the Court of Auditors (ECA) may at any time during the implementation of the Contract and up to five (5) years after the payment of the balance carry out checks and audits on the implementation of the Contract regarding its effectiveness, efficiency, and economy, including its technical and financial management, as well as the reliability of the reporting, the safeguarding of information, the prevention, detection and correction of fraud and irregularities, and the legality and regularity of the underlying transactions. The Commission, OLAF and ECA shall therefore be entitled to perform audits, including document audits, desk reviews and on-the-spot audits, of the Incubatee. The Incubatee undertakes to provide, on request, any documentation which the Agency requires in order to justify its costs to the European Union under the EU DG INTPA-ESA Contribution Agreement, and to assist the Agency in relation to any financial audit which the EU carries out in relation to the Contract. The Incubatee shall keep all original documents, especially accounting and tax records stored on an appropriate medium, including digitalized originals, when they are authorized by the applicable rules and under the conditions laid down therein, during the Contract execution and for a period of five (5) years after the final payment of the Contract. This shall include all supporting accounting documents as well as any other document related to the financing of the project. This period set out in the above paragraph shall be longer if there are on-going audits, appeals, litigation or pursuit of claims concerning the Contract. In such cases, the Contractor and its subcontractors shall keep the documents until such audits, appeals litigation or pursuit of claims are closed. Incubatee shall provide any information relevant for the purpose of the audit, including information in electronic format requested by the European Commission and/or by any person authorised by the Commission and/or by auditors. During an on-the-spot visit, the Incubatee shall grant European Commission staff members and/or European Commission authorised persons and/or by auditors access to its sites and premises and to all the necessary information under the Incubatee responsibility according to this Contract, including information in electronic format. The Incubatee undertake to take every appropriate measure to facilitate their work. The Incubatee undertake to grant the possibility to the European Commission staff and/or to the European Commission authorised persons and/or auditors to interview the Contractor's and its subcontractor's staff. Access by the European Commission authorised staffs and/or European Commission authorized persons, and/or auditors shall be granted on conditions of strict confidentiality with regards to the Incubatee or any third party, without prejudice to public law obligations to which they are subject. The Incubatee shall ensure that the information is readily available at the moment of the on-the-spot visit and that information requested is handed over in an appropriate form (i.e electronic format, whenever possible). Information provided shall be accurate, precise and complete. Documents must be accessible and filed in a manner permitting easy inspections, that the Contractor is bound to inform the European Commission and the auditors (via ESA) of the exact location at which they are kept.



On the basis of the audit findings, the European Commission and the auditors (via ESA) may take the measures which it considers necessary, including financial corrections and recovery of all or part of the payments made under the Contract and in accordance with the procedure set out below. European Public Prosecutor's Office (EPPO) may carry out investigations on the recipients of Union funds in accordance with Regulation (EU) 2017/1939 of 12 October 2017 implementing enhanced cooperation on the establishment of the European Public Prosecutor's Office.

ARTICLE 10 – CONFIDENTIALITY

- 10.1 Each Party shall observe complete discretion with regard to all matters related to the activities of the other Party and each Party shall ensure compliance by its employees and agents with the obligations of confidence set out in this Article and assumed by that Party in relation to the other Party.
- 10.2 Neither Party shall disclose any documentation, information or materials obtained from the other Party, whether marked or un-marked (“Proprietary 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 the present Article, documentation shall include any final documentation deliverable under this Contract with the exception of the Executive Summary.
- 10.3 Each Party may disclose Proprietary Information on a strictly “need to know” basis to its employees; its professional agents; and the ABIL (i.e., ESA, KSA), as long as they have signed an engagement of confidentiality.
- 10.4 The Incubatee agrees that ESA and KSA may use, copy or disseminate general information related to the Incubatee’s company (e.g. name, address, etc.) and its Activity, unless such information is marked as “Proprietary Information”, in which case the provisions under Article 11.2 shall apply.
- 10.5 On the Contract End Date, or upon an earlier termination of this Contract in accordance with Article 15, the Receiving Party shall promptly return to the Disclosing Party or otherwise certify the destruction of all Proprietary Information, with exception of the Deliverables provided by the Incubatee to the Incubator.
- 10.6 The obligations in this Article shall not apply to Proprietary Information:
 - (a) 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;
 - (b) 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 Proprietary Information directly or indirectly from the Disclosing Party when under a duty of confidentiality;
 - (c) 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
 - (d) which is required to be circulated by governmental or judicial order or applicable law.
- 10.7 The contents of this Contract are Proprietary Information.
- 10.8 The obligations set out in this Article shall survive the termination or expiry of this Contract.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1 Ownership of Intellectual Property Rights

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.

11.2 Use of Intellectual Property Rights by the Agency

11.2.1 Software use rights to the developed software applications by the Incubatee are granted to KSA for a period of at least two years following the end of this Incubation Agreement.

11.2.2 ESA and KSA have the right to use non-Proprietary Information included in the deliverables under the Contract, for communication, dissemination and publicity purposes, on a royalty-free, non-exclusive and irrevocable licence under the following conditions:

- (a) the use is strictly for making the Incubatee's deliverables containing the non-Proprietary Intellectual Property Rights available to employees and/or contractors working at ESA and/or KSA, copying or reproducing them in whole or in part, in unlimited numbers,
- (b) for public dissemination, in particular, publication as hard copies and in electronic or digital format, publication on the internet including social networks, public display or presentation, communicating through press information services, or inclusion in widely accessible databases.

To this extent, the Incubatee shall identify which deliverables or part thereof contain Proprietary Information, on which ESA and KSA shall not have any licence right.

11.2.3 ESA and KSA have the right to sub-license to Third Parties its access and use rights to the Incubatee's non-Proprietary Intellectual Property Rights developed under the Contract as set out in Article 11.2.1 only for the information, communication and publicity activity of ESA/KSA, if needed.

11.2.4 The Incubatee must ensure that it complies with its obligations under this Contract, in particular by obtaining the necessary licences and authorisations from Third Party(ies) rights, if results of the Activity are subject to any Third Party(ies) rights.

11.2.5 When transferring any Intellectual Property Rights, of which the Incubatee retains the ownership in accordance with Article 11.1, to an assignee, the Incubatee shall ensure that ESA's/KSA's rights, as set out in Article 11.2 of this Contract, are reassigned to the new assignee.

ARTICLE 12 – LIABILITY

12.1 Limitations of Liability

12.1.1 Neither Party can exclude/limit its liability to the other Party for:

- (a) death or personal injury caused by negligence or careless conduct by a Party or those of its employees or agents;
- (b) fraud, including fraudulent misrepresentations; and
- (c) liability as provided for under Articles 10 and/or 11 of this Contract.

12.1.2 Except for Article 12.1.1, the liability of the Parties under or in connection with this Contract whether arising from negligence, breach of the Contract or any other obligation or duty shall in no case exceed an amount equal to the Contract price, per event or series of connected events.

12.2 Infringements of the Law

12.2.1 The Incubator or ESA/KSA 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 Kenya or in any other country whatsoever.

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

12.3 Infringement of the Rights of the Incubator's Partners

12.3.1 The Incubatee shall indemnify the Incubator's 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 Activity performed under this Contract - excluding any infringement resulting from the use of documents, patterns, drawings or goods supplied by the Incubator's Partners through the Incubator - which may be made, or brought against the Incubator's Partners, or to which the Incubator's Partners may be put by reason of such infringement or alleged infringement.

12.3.2 The Incubator shall notify the Incubatee immediately of any written claim or notice of infringement of Third Party(ies)'s rights that it receives concerning this Contract.

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

12.3.4 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.

12.4 Compensation for Damage Caused to Goods and Property

Claims shall be settled as follows:

12.4.1 Claims for Direct Damages

- (a) The Incubatee shall indemnify the Incubator and Incubator's Partners against, and shall be liable for, direct damage to property and equipment to the extent that such damage is caused by the negligence of the Incubatee and of its employees or agents.
- (b) The Incubator and the Incubator's Partners shall indemnify the Incubatee against, and shall be liable for, direct damage to the Incubatee's property and equipment to the extent that such damage is caused by the negligence of the Incubator, the Incubator's Partners or of their employees (staff) or agents.

12.4.2 Claims for 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.

12.5 Damages to Third Parties caused by the Incubatee

The Incubator shall in no circumstances be liable for any damage caused by the employees or agents of the Incubatee to a Third Party during the performance of the Activity under this Contract.

ARTICLE 13 – CHANGES TO THIS CONTRACT

13.1 Introduction of a Change

- 13.1.1 For all changes to this Contract, whether requested by the Incubator or initiated by the Incubatee, the Incubatee shall submit a proposal for a Contract Change Notice (“CCN”).
- 13.1.2 The Incubatee shall ensure - in liaison with the Incubator- that each CCN proposal is fully coordinated and that all reasonably foreseeable implications of the change have been considered by the Incubatee and the Incubator. The Incubatee shall, on the request of the Incubator, provide additional documentary evidence of the effect of the change to both Parties.

13.2 Approval or Rejection of the CCN Proposal

- 13.2.1 Should the CCN proposal be approved by the Incubator, a corresponding CCN shall be prepared by the Incubator’s representative for contractual matters identified in Article 7.3 and shall be submitted to both Parties for signature.
- 13.2.2 Should the CCN proposal be rejected for any reason by the Incubator, 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.

13.3 Implementation and Status of an Approved CCN

Upon signature of the CCN by both Parties, the CCN will have immediate effect and will constitute a binding contractual agreement between the Parties. The CCN will serve as an applicable document to this Contract.



ARTICLE 14 – POST INCUBATION REPORTING

On each anniversary of the end of the Contract Term, during 5 years, subject to losing the right to use the ABIL logo or Text Line if non-compliant, the Incubatee shall prepare and submit an Annual Performance Report to the representative for technical matters of the Incubator, as specified in Article 7.3, as well as to the Agency following the provisions of Appendix 1, section 4.1.5.

ARTICLE 15 – TERMINATION

15.1 Right of Termination

15.1.1 Each Party reserves the right, after full consideration of all relevant circumstances and following a formal notification, to terminate this Contract in the event of a material breach of the Contract by the other Party. In particular, the Incubator reserves the right to terminate the Contract in case of the Contractor's failure to:

- i) meet the technical requirements of the Contract, or
- ii) meet the progress and / or delivery requirements;

to such an extent as to jeopardise seriously the performance of the Contract;

Furthermore, the Incubator reserves the right to terminate the Contract:

- 1) if the Contractor is not able to ensure constant compliance with the eligibility criteria identified in Article 18 paragraph 2 of the Agency's Procurement Regulations as well as the eligibility requirements set out in the Special Conditions for Tender (as per the EU DG INTPA-ESA Contribution Agreement) during the entire duration of the present Contract, including any extension thereto;
- 2) if the Contractor is mentioned in the Early Detection and Exclusion System (EDES);
- 3) if the Contractor falls under the scope of EU Restrictive Measures and thus is a Restricted Person;
- 4) if the Contractor is found to be in breach of the Agency's Policy on the Prevention, Detection and Investigation of Fraud;
- 5) if the Contractor is subject to international sanctions or embargoes;

15.1.2 In the event of such termination, the Incubatee shall keep the amounts already paid for the milestones achieved, if any, and shall be entitled to claim costs, properly evidenced and submitted by the Incubatee and accepted by the Incubator.

15.1.3 The Incubator shall in no circumstances be liable to pay any sum which deviates from the provisions set out in Article 6, and when added to the sums already paid, due or becoming due to the Incubatee under this Contract by the Incubator, exceeds the total price for the Activity set forth in this Contract.

15.1.4 In case of termination of the Contract, the provisions under Article 12 of this Contract shall not be affected.

15.1.5 Termination in special cases:

The Incubator 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 its financial position is such that within the framework of its national law, legal action leading towards bankruptcy may be taken against it by its 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 the Incubator or acting on its

behalf, irrespective of whether such bribes or remuneration are made on the initiative of the Incubatee or otherwise.

- 15.1.6 In case of Force Majeure and if the Force Majeure event and its consequences continue for more than two (2) months from the start date of the Force Majeure event, either Party may terminate the Contract by giving not less than one (1) month notice to the other Party.
- 15.1.7 In case of termination due to Force Majeure the amount to be paid shall be calculated as per Articles 15.1.2 and 15.1.3. No other payments or indemnities shall be due by the Incubator to the Incubatee.

15.2 Consequences of Termination

- 15.2.1 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 the Incubator and shall be handed over to the Incubator upon the expiry or termination of this Contract. This shall include:
 - (a) any information and documentation under Article 2.1;
 - (b) any equipment under Article 3.4;
 - (c) any software under Article 2.2.1;
 - (d) any hardware under Article 2.2.2.
- 15.2.2 The Incubatee shall deliver to the Incubator all documentation that was to be delivered for the Final Settlement in case the Incubatee had completed the Activity in full (see Article 6.3).
- 15.2.3 The Incubatee agrees to reimburse to the Incubator any amount that would not have been found acceptable for the Final settlement should the Contract have not been terminated before its envisaged Contract End Date.



ARTICLE 16 – ASSIGNATION OF THIS CONTRACT

The Incubatee shall not assign its rights and/ or transfer its obligations under this Contract in whole or in part to a Third Party (“assignee”).



ARTICLE 17 – APPLICABLE LAW DISPUTE SETTLEMENT

- 17.1 This Contract shall be governed by the laws of France.
- 17.2 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. The Parties shall use their best efforts to settle any dispute arising out of the Contract amicably. Any issue of interpretation or implementation of this Contract that cannot be settled by the Parties' Representatives indicated in Article 7.3 shall be referred to arbitration.
- 17.3 Any dispute arising out of the interpretation or implementation of this Contract that cannot be settled as described in Article 17.2 above, at the request of either Party, shall be submitted to arbitration according to the Rules of Arbitration of the International Chamber of Commerce. The Arbitration Tribunal shall sit in Paris, France and the arbitration proceedings shall be conducted in English, unless otherwise explicitly agreed between the Parties. The enforcement of the award shall be governed by the rules of procedure in force in Kenya.

ARTICLE 18 – DATA PROTECTION

18.1 The Incubatee is required to comply with the relevant national laws and regulations as regards protection of personal data. Any personal data included in or relating to the Contract, including its execution, shall be processed in such a way so as to ensure, in accordance with the principle of proportionality, the protection of individuals with regard to the processing of personal data at a level equivalent to “Regulation (EC) No 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data”.

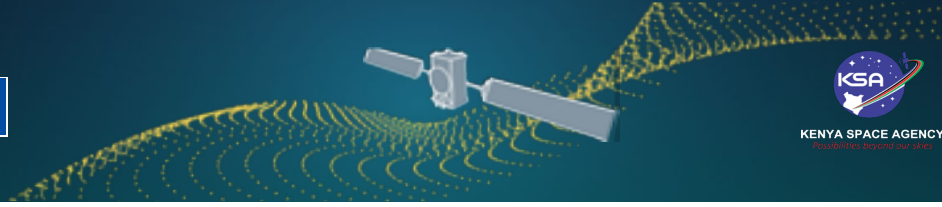
18.1 The Personal Data are related to the personnel involved in the activities and will be processed only for:

- a) the performance of the Contract, including the execution, management, monitoring of the work as well as audits and the fulfilment of the obligations set out in this contract;
- b) the management of the relationship of the Parties in relation to the Contract, notably for administrative, financial, audit or for communication purposes;
- c) the compliance with any legal or regulatory obligation to which a Party is subject;
- d) the compliance, in case the performance of the Contract requires access to the Parties’ premises, with the health, safety and security requirements, legal or regulatory obligations applicable to the respective Party in such matters.

In this context, STAM s.r.l. will act as Data Controller for the controlling of the personal data related to the execution of the contract, whereas the other subcontractors to STAM within the framework of the ABIL initiative (i.e., Planetek Italia, Corallia, LocateIT and Adanian Labs) will act as Data Processors in line with the provision regarding data processing of the overall ABIL contracts.

18.2 To the extent that is reasonably necessary, in connection with the Incubatee’s Activity under this Contract, and for legitimate purposes of processing only, the Incubatee’s (as data subject) personal data may be disclosed to employees (staff) and agents of the ABIL, the relevant ABIL partners, and ESA and KSA Partners, for any studies and/or reporting that may be carried out by the Agency and/or the Incubator.

18.3 The Incubatee hereby consents to the recording, processing, use and disclosure of its personal data as set out here above (including the recording, processing, use and disclosure of its personal data to the extent required by reason of the Incubatee’s performance of the Activity under this Contract). The Incubatee shall have the right to information and the right of access to its personal data, right to rectification and erasure (right to be forgotten), right to restriction of processing, right to data portability, right to object, right not to be subject to a decision based solely on automated processing. The particularities of these rights are stipulated in the Regulation (EU) 2016/679 of the European Parliament and the Council. The Incubatee shall have the right to withdraw its consent at any time. Such withdrawal of consent shall not affect the lawfulness of processing based on consent before its withdrawal. It shall be as easy to withdraw as to give consent.



ARTICLE 19 – EXECUTION OF THE CONTRACT

The Parties agree that electronic signature of this Contract shall have the same force and effect as hand-signed originals and shall be binding on both Parties to this Contract.

In witness whereof, the Parties hereto have executed this Contract, with effect as of the signature of the Contract.

Electronically signed by the Parties to this Contract,

For the ABIL:

Name	[...]
Role	[...]
City:	[...]
Date:	[...]

Signature:

For the Incubatee:

Name	[...]
Role	[...]
City:	[...]
Date:	[...]

Signature:

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 the Incubator in regard to the ABIL.

1. MANAGEMENT

- 1.1 **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.
- 1.2 **Communications:** All communications sent by the Incubatee to the Incubator shall be addressed to the representatives of the Incubator nominated in Article 7.3 of this Contract.

2. REPORTING

- 2.1 **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 the representatives of the Incubator, not later than ten (10) days after the meeting concerned was held.
- 2.2 **Progress Reports:** Every three (3) months, the Incubatee shall provide a progress report to the representatives of the Incubator, covering the Activity. This report shall provide details of:
 - (a) action items completed during the reporting period;
 - (b) description of progress: events accomplished etc.;
 - (c) problem areas, if any, and corrective actions planned and/or taken;
 - (d) events anticipated during the next reporting period;
 - (e) further details to be provided on a case-by-case basis.
- 2.3 **Problem Notification:** The Incubatee shall notify the representatives of the Incubator of any problem likely to significantly impact the progress of the Activity.

3. MEETINGS

- 3.1 **Kick-off Meeting:** The kick-off meeting shall take place at premises of the Incubator or by teleconference at the beginning of the Contract Term.
- 3.2 **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 validate its feasibility.
- 3.3 **Final Review Meeting:** At the end of the Incubation, a Final Review shall be held. The Incubatee shall provide a Final Report, an Executive Summary, a Business Plan, and perform a demonstration of the service/product developed.
- 3.4 **Additional Meetings:** Additional meetings may be requested either by the Incubator or the Incubatee.
- 3.5 **Notice and Agenda for Meetings:** For all meetings, the Incubatee shall ensure that proper notice to the Incubator is given at least two (2) weeks in advance. The Incubatee is responsible

for ensuring the participation of the Incubatee's personnel and/or Third-Party advisors, as needed.

- 3.6 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.

4. DELIVERABLES

- 4.1 **Documentation to be delivered:** In addition to the documents to be delivered according to section 2 above, the documentation specified in this section shall also be a deliverable and shall be delivered in electronic form on computer readable media (e.g., PDF-format, etc.) as agreed by the Incubator, and in other exchange formats where relevant (e.g., HTML).

- 4.1.1 **Mid Term Report:** The Mid Term Report shall describe in detail the status of the technical and commercial progress in relation to the Activity. An analysis of the feasibility of the Activity shall also be presented. The report shall follow the template for the Mid Term Report provided by the Incubator.

- 4.1.2 **Final Report:** The Final Report 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. 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 the Incubator and/or any other support entity, including Incubator's Partners;
- (c) contacts established;
- (d) description of technical developments, including photographs of hardware under development and test (when applicable);
- (e) financial details;
- (f) licences granted, patent filings and applications;
- (g) deliverables to the ABIL.

The report shall follow the template for the Final Report provided by the Incubator.

- 4.1.3 **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 proprietary information. The Executive Summary shall not exceed three (3) pages of text with coloured illustrations or photographs, if appropriate.

- 4.1.4 **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. 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 Business Plan shall follow the template provided by the Incubator.

- 4.1.5 **Photographic and Video Documentation:** Photographic and video documentation shall document (as relevant): a) progress of hardware manufacture; b) test set-ups and tests carried out; c) use of the product/service; d) organised events where the Incubatee has been



showcasing the product/service. They shall be suitable for dissemination and publicity purposes. Photographic and video documentation shall not contain any proprietary information.

Appendix 2 – INCUBATION DELIVERABLE LIST

[Provide the Incubation Deliverable List presented at the final version of the Incubation Proposal.]

Incubation Deliverable	Due by Month
[Output code] - [Output title]	e.g., M01

Africa–EU Space Partnership Programme

Africa Business Innovation Lab (ABIL)

WEB

<https://abil.ksa.go.ke/>

TAGS

#GlobalGateway #AESPP #ABIL