**Local Business Incubation Agreement at**

**Arctic Business Incubator under ESA BIC Sweden**

**Parties:**

1. Arctic Business Incubator AB, Corporate ID number 556668-3198, hereinafter called ABI.

2. **(Company name) AB**, Corporate ID number xxxxxx-xxxx, hereinafter called the Member or the Company.

The Company/ Member and ABI are jointly referred to as “The Parties” and each individually as a “Party”

The Company is member of ESA BIC Sweden, this agreement is valid during this time. The Company can be offered additional but separate services from ABI after it has left ESA BIC Sweden under terms agreed separately.

The purpose of ABI is to give opportunities to newly-started and innovative companies, after assessment and approval, to target an international market while based in a favourable and dedicated environment, under a period **of up to 2 years**. This environment shall include premises from which to work, training, and access to both financial and business-related networks.

The Member shall have a business concept with an innovative step or steps and good international market potential as well as a full founder team.

The Member desires access to the resources and services which ABI provides and has consequently applied for membership in ABI.

The Member shall not remain in ABI any longer than necessary, and when ABI judges the Company sufficiently mature to leave ABI, the Member shall make way for a less mature company. The Parties agree that this agreement is not a rental agreement, but rather an agreement regulating the terms under which the Member is to access the offerings provided by ABI.

This agreement supersedes any previous Membership Agreement or agreements between the Parties.

**1. ABI’s undertaking**

ABI shall provide the Member with:

* advice related to operations,
* access to services and business networks
* training (both obligatory and customised offerings)

The scope will be completely customised to the Member’s needs and in dialogue between ABI and the Member, and can vary through time.

**2. Member’s undertaking**

The Member shall show openness and is fully aware that ABI’s offering is a totality, and will include the development of both Member’s personnel and the Member’s business concept. In compliance with successive agreements, the Member shall take part in ABI operations, networking, training and seminars.

The Member shall draft and continually update an ongoing business plan describing the Member’s operations and how the business concept shall step by step be realised. The business plan is to be continually approved by the Company board.

As a minimum requirement, the Member shall store and draft in a document management system (e.g. Dropbox, Google Apps, Box or similar) the information detailed in Appendix 3. This information shall throughout the membership period be shared with the responsible business adviser in ABI.

ABI shall be entitled through one co-opted board member to participate in all board meetings. This person shall be entitled to participate in discussions, but shall not have a vote.

The Member shall provide a copy of the board meeting minutes within a week, and a signed within four weeks, and share the document in the location designated in Appendix 3.

The Member shall notify the responsible business adviser in ABI of the date, time and place of board meetings, annual general meeting and any extra general meetings at the same time as calls are issued.

The Member shall co-opt one person nominated by ABI to all its annual meetings, both annual and extra. This person shall be entitled to participate in discussions, but shall not have a vote.

The Member undertakes to run the Member Company in compliance with the laws and ordinances applying at the time, for example the Swedish Companies Act.

The cash budget shall be submitted every month to the management of ABI, and shall be drafted in compliance with the special model provided by ABI.

The Member shall submit to the designated business adviser details for ABI’s own reporting and follow-up.

The Member undertakes to immediately inform ABI of changes that may affect the right of the Member to retain membership in ABI.

For the Member and other members of ABI to be successful, all members are required to be willing to cooperate and to actively contribute. The Member therefore undertakes to participate in and contribute to as many networking activities, seminars and other business development activities as can reasonably be expected.

The Member approves ABI’s use of its brand with the purpose of spreading information about ABI’s operations and in its business development assignment with regard to the Member.

The Member undertakes to carry on its website the designated ABI logotype linking to the ABI website.

The Member shall be responsible for payment of fees to external consultants, sales staff etc. which the Member has hired.

**3. Premises**

In cases where ABI has allocated premises to the Member, ABI or the property owner may have access to these premises. As far as possible this shall be regulated by agreement with the Member, and take place when Member’s personnel are present.

## 4. Damage to property or other damage

The Member is liable for damage to property or to sign boards, windows, private property or property belonging to ABI or other ABI members that is caused by Member’s personnel or anyone else who has been given access to the premises through the Member or employees of the Member. Such damage can lead to immediate expulsion of the Member from ABI.

## 5. Transfer of rights

The Member may not transfer the Member’s rights under the agreement or sublet office space or other space provided by ABI.

**6. Evaluation**

The Member and ABI shall have regular meetings through an adviser appointed by ABI, where together they evaluate the project and determine progress and fulfilment of set objectives and milestones.

In cases where ABI strongly recommends certain measures or decisions, this shall be documented between the Parties, including the Member’s decision on the strength of the recommendation.

If the Member is not reaching the stated objectives and milestones, does not follow strong recommendations from ABI, this could be cause for termination f this agreement by ABI.

**7. Service fees**

The service charges are set out in Appendix 2. The Member is notified of the amount by ABI once yearly.

# 8. Confidentiality

When the Member participates in activities and shares premises with other ABI members, the Member may gain access to other members’ confidential information such as business ideas, etc.

The Member therefore pledges not to disclose nor use for the Member’s own gain information and knowledge regarding other ABI members to outsiders, information and knowledge which are not in the public domain and will not become widely known other than through breach of the Agreement. In concrete terms this also means a confidentiality undertaking under which the Member undertakes neither to pass on business information in informal contacts with other members. It is also incumbent on the Member to both make clear to colleagues what constitutes confidential information and to expressly ascertain what information may be passed on after informal contacts.

The above confidentiality undertaking applies from signing the Agreement and for three (3) years after the Member has ceased to be a member of ABI.

The Member undertakes to ensure that all its existing and future employees, suppliers and consultants are bound to a corresponding confidentiality agreement which secures at a minimum these obligations.

**9. Termination**

ABI reserves the right unilaterally to terminate this Agreement upon giving one (1) month’s notice. The grounds for such termination on the part of ABI could be:

- that ABI judges the Company to have achieved economic stability and confirmed its good business practice so that the Company can no longer be deemed in need of the Incubator.

-that invoiced charges are unpaid

- that the Member is not acting in accordance with “goodwill” and/or fulfilling its obligations in accordance with this agreement.

- that if the Member has been using premises through the courtesy of ABI, then ABI has the right at one month’s notice to move the Member within ABI’s property or to terminate the tenancy. The Member is liable for costs arising in the case of both internal and external relocation and for restoring the premises to their original condition if so required.

The Member has the right unilaterally to terminate this agreement if it considers that ABI is not acting in accordance with “goodwill” and/or fulfilling its obligations in accordance with this agreement.

**10. Messages**

All messages shall be in writing and personally submitted, sent by fax, email or letter to the following addresses:

To ABI: Arctic Business Incubator AB

 Luleå Science Park 1 C

 977 75 Luleå

 E-mail: info@abi.se

 Contact: Jens Lundström, CEO

To Member: Member’s Company

 Postal address:

 Postal code:

 E-mail: xxxxxx@yyyyy.se

 Mobile: 070-nnnn

 Contact. NN

  **11. Agreement structure, supplements and amendments**

The Membership Agreement comprises both this document and its appendices, which are part of this Agreement. The appendices are therefore attached to the agreement document and have been signed.

Under this Agreement the Member undertakes to follow the applicable ABI Membership Agreement and appendices for the duration. ABI undertakes to inform the Member beforehand if this Agreement and appendices are updated, amended or replaced.

**12. Term of Agreement**

The Agreement runs from signing by the Parties and for two (2) years thereafter. Notice of termination shall be given one (1) month in advance. If notice of termination has not been given, the term of the Agreement is automatically extended by three months on an ongoing basis.

The Agreement has been made in two identical copies, of which each Party has received one.

Luleå, XX 2016

Arctic Business Incubator AB Member Company

Jens Lundström, CEO Authorised signatory

Appendix 2 –Service charges

**Service charge including office space at ABI Luleå 2016:**

3,500 SEK per month for furnished office (with space for two people). Internet connection, cleaning (once per week), and copy are included. Where there is a need for landline telephony, adapted office, a separate agreement is made with ABI. Service charges are paid monthly in advance.

Costs for using a copying machine, colour printer, telephone calls and other items provided via Diös according to the tariff applying at each time shall be paid quarterly in arrears invoiced by Diös.

Appendix 3 – Shared Company documents

The following folder/sub-folder structure is the minimum requirement:

Business plan

 Business plan (Word + Ppt)

 Financial plan

The Company

 Company meetings: all extra and ordinary Company meetings

 Shareholders: shareholder agreements, share register and other relevant items

 Share register

 Directives for the CEO

 Directives for the board

 Board meetings: minutes of all board meetings (signed/scanned)

Accounts

 Reports (income statement/balance sheet monthly)

 Budget

Contracts

 Suppliers: suppliers to the Company

 Confidentiality: confidentiality agreements to which the Company is a party

Press

 Press releases and other relevant press material

Personnel

 Employment contract of all personnel

Policies

 The policies that apply within the Company

Bilaga 4 Godkännande av inkubatorstöd - IBO

[Företaget/projekt/personens namn och organisationsnummer/personnummer] (IBO) godkänner härmed mottagande av stöd från Arctic Business Incubator ABI (Inkubatorns), org 556668-3198, i form av tjänster som inkubatorn kommer leverera till IBOn avseende verifiering, validering och utveckling (genom inkubatorns egen personal eller via externa leverantörer).

Kostnaden för inkubatorns stöd till IBOn finansieras av VINNOVA och klassas som försumbart stöd, med IBOn som stödmottagare.

Inkubatorns stöd kommer levereras under den tid som du omfattas av avtal med Inkubatorn). Då stödet anpassas till varje IBO går det ej att ge exakt belopp vid start men en uppskattning är att under Acceleratorravtal uppgår stödet till 75 KSEK för de första 6 månaderna, och därefter till 25 KSEK /6 månader. Under Inkubatoravtal uppskattas stödet till 100 KSEK/år. Minsta period som omfattas är påbörjad 6 månaders period.

IBOn kommer årsvis att meddelas exakt belopp för försumbart stöd som erhållits av Inkubatorn och Inkubatorn kommer även att rapportera detta till VINNOVA.

Tidigare erhållet försumbart stöd till IBO:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Beviljande myndighet eller offentlig aktör | Beviljat belopp i kronor | Beslutsdatum | Utbetalt belopp i kronor | Utbetal­ningsdatum |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

IBOn ska redovisa allt försumbart stöd som mottagits under en period av tre beskattningsår, samt intyga att det sammantaget inte överstiger 200 000 € (100 000 € för företag inom vägtransportsektorn), i enlighet med Kommissionens förordning (EU) No 1407/2013 om tillämpningen av artiklarna 107 och 108 i fördraget om Europeiska unionens funktionssätt på stöd av mindre betydelse, även kallat för­sumbart stöd eller de minimis-stöd. Det framgår av tidigare bidragsbeslut/avtal/motsvarande som IBOn eventuellt har fått, om det har varit de minimis-stöd eller inte.

Genom undertecknande intygas att IBOn, utöver det nu aktuella stödet, inte har erhållit ytterligare försumbart stöd än det som redovisats ovan under inne­varande och de två senaste beskattningsåren. Om stödtaket överskrids kan det nu beviljade stödet i sin helhet komma att återkrävas av VINNOVA, oaktat eventuellt utrymme till stöd­taket.

Rapportering och uppföljning

* Genom godkännande samtycker IBOn till att leverera aktuell, ändamålsenlig och fullständig finansiell och resultatrelaterad information till inkubatorn för registrering i databasen Almi Analys och övriga system som VINNOVA har tillgång till.
* Dessutom medger IBOn att VINNOVA får tillgång till historisk information i Almi Analys och övriga system som VINNOVA har tillgång till, med syfte att nyttja den för projekt- och programutvärdering och bedömning av ansökningar till VINNOVA.
* All information som finns i databasen Almi analys och andra databaser hos VINNOVA anses inkommen till VINNOVA och omfattas av de regler som gäller för offentlighet och sekretess.
* Företaget förbinder sig vidare att även efter det har lämnat inkubatorn tillhandahålla uppgifter i enlighet med VINNOVAs anvisningar och förfrågningar, dock högst tre gånger inom tio (10) år från dagen då de lämnar inkubatorn.

Företaget samtycker vidare till att:

a) VINNOVA får tillgängliggöra nyckeltalsuppgifter från IBOn till de inkubatorer som ingår i VINNOVAs inkubatorprogram, att användas av dem för intern benchmarking och internt lärande.

b) VINNOVA får tillgängliggöra uppgifter som lämnats av IBOn till forskare och myndigheter som bedriver forskning, vilka enligt VINNOVAs bedömning har behov av dessa uppgifter i forskning.

c) VINNOVA får tillgängliggöra uppgifter som lämnats av IBOn till sådan tredje man som utvärderar och följer upp VINNOVAs satsningar, såsom Tillväxtanalys, och som enligt VINNOVAs bedömning har behov av dessa uppgifter i sin verksamhet. Sådan information ska i förekommande fall och/eller på begäran från bolaget eller projektet anonymiseras så att det inte framgår vilket företag eller projekt informationen avser.

d) VINNOVA har rätt att använda uppgifter i som lämnats av IBOn för redovisning av programeffekter av inkubatorprogrammet för tredje man, med den begränsningen att sådant användande inte skall medföra skada för den som lämnat informationen.

Luleå 2016-XX-DD

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[namn]