AGREEMENT GOVERNING A TEMPORARY OCCUPANCY PERMIT FOR PREMISES IN THE UPC RESEARCH AND INNOVATION PARK (PARC UPC)

Barcelona, ….. ……. 2022

BY AND BETWEEN

Of the one part, Ivan Planas Miret, general manager of the Universitat Politècnica de Catalunya (UPC), who was appointed by the Rector in Resolution 012_SG-2022-3346/22, of 7 November 2022, who has special powers of representation of the University, granted by the Rector in the notarial instrument executed on 8 November 2022 before the notary María Armas Herráez, a member of the Notary Association of Catalonia, under protocol number 1327, and who is authorised to sign this temporary occupancy permit by the Rector's resolution on signature delegation, number 102-2022-3545/13, of 23 November 2022. The UPC is the holder of tax identification number (NIF) Q-0818003F and its registered office is at Carrer Jordi Girona 31, Barcelona (08034).

And of the other part, Mr/Ms ……., holder of national identification document (DNI) number ……., in his/her capacity as …… [director, attorney, etc.] of ……. [company name] (hereinafter the Company), holder of tax identification number (NIF) ……., whose registered office is at …… [street address], postcode ……., ……. [city/town]. Ms/Mr ……. acts herein on behalf of the Company by virtue of the notarial instrument executed on …… [date] before the Notary Public ……. under number ……. of his/her protocol and recorded in the Commercial Register of ……. on ……. [date] in volume ……., folio ….., sheet ……., registration ……..

The parties hereto mutually recognise their legal capacity to bind their respective entities to this agreement and

HEREBY STATE

I. That the UPC is an institution governed by public law that provides the public service of higher education.

II. That pursuant to Article 24(1) of Law 1/2003, of 19 February, on Catalan Universities, universities may establish science and technology parks that bring together their own research centres and those of companies and other institutions.

III. That pursuant to Agreement CG/2022/02/14, of February 22, 2022, of the Governing Council of the UPC "*Encàrrec de gestió de la Universitat Politècnica de Catalunya (UPC) a al Parc Mediterrani de Tecnologia SL (PMT)*". The purpose of this Management Assignment is to regulate the assignment by the UPC to the PMT of the activities related

to the European Space Agency's Business Incubation Center project located in the Barcelona area - ESA Business Incubation Center Barcelona (hereafter, "ESA BIC Barcelona").

IV. That the Company is an undertaking established on …… [date] and its main activity is ……

V. That the Company has expressed an interest in carrying out RDI and technology transfer activity at the UPC Research and Innovation Park in the following knowledge area: …… Therefore, in view of the UPC's interest in promoting activities in its technology park and the Company's desire to conduct its activity in this setting, the parties have signed this agreement, which grants the Company a temporary occupancy permit, and

AGREE AS FOLLOWS

ONE. Object of the agreement

The object of this agreement is as follows:

- To grant the Company a permit to temporarily occupy the premises indicated in the special conditions of this agreement (Annex 1); and
- To set out the conditions for the private use of these publicly-owned premises in order that the Company may carry out RDI and marketing-related activities on the premises.

TWO. Conditions for using the premises and revoking the authorisation

This temporary occupancy permit is conditional on the Company carrying out RDI activities in accordance with its founding purpose.

THREE. Financial consideration

3.1 Charges

In consideration of the use of the assigned premises, the Company will pay the UPC the sums indicated in the special conditions (Annex 1). These sums will be paid monthly, upon presentation of the corresponding invoices, by direct debit.

These charges are established in the UPC's annual budget, which is approved by the Board of Trustees and published at https://www.upc.edu/economia/ca/pressupost-upc

These charges include the following services in a **coworking space:**

- Use of the premises
- Electricity
- Cleaning of the coworking space
- Furniture in the coworking space
- Internet services not included
- Common services: services provided for the building, including but not limited to conservation, general maintenance, heating and air-conditioning of common areas, security, cleaning of common areas, and landscaping.

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3.2. Price revision

The sums to be paid will be increased in accordance with the annual percentage change in the general consumer price index for Catalonia, based on the data published by the competent official body in December each year. The UPC will update the charges each January during the term of this agreement.

Price changes will only be applied if the variation in the CPI is positive.

FOUR. Security deposit

The Company must provide the UPC with a security deposit equivalent to two monthly payments. This security deposit is intended to cover any costs related to the care and conservation of the premises and ensure that monthly payments are made.

When the term of this temporary occupancy permit ends, the UPC will return the security deposit provided there has been no damage to the premises to which this agreement pertains and that the Company has paid all invoices issued. Accordingly, when the temporary occupancy permit expires, the parties will draw up a detailed report on the condition of the premises.

The special conditions (Annex 1) specify the sum that the Company has provided as a security deposit and the date on which it was paid.

FIVE. Term start date and length

This temporary occupancy permit will take effect on the date indicated in the special conditions (Annex 1) and remain in force for two years unless terminated earlier.

SIX. Obligations of the UPC

The UPC is obliged:

- To facilitate the use of the premises by the Company
- To ensure that persons authorised by the Company have access to the premises
- To ensure that the premises and the building are in proper condition to be used for the activity for which this temporary occupancy permit is granted

SEVEN. Conditions of use for the premises and the Company's obligations

Annex 2 sets out the conditions of use for the premises and the Company's obligations.

EIGHT Amendment

The parties may amend this agreement at any time by mutual agreement.

NINE. Termination

9.1 Grounds for termination

This agreement may be terminated:

- Due to expiry of the term of the permit or any of its extensions
- By mutual agreement of the parties

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- By discharge of contract if the Company breaches any of its obligations or the conditions that apply
- Unilaterally by the Company with two months' advance notice
- On grounds of force majeure

9.2 Termination by the Company

If the Company wishes to terminate this agreement before its end date, it agrees to give the UPC two months' notice. During this period, the UPC will issue an invoice for the amounts specified in the special conditions of this agreement (Annex 1). No financial penalty will be applied as a result of such termination. The notification must be given in a manner that its receipt can be proven (written record submitted to the UPC, registered fax or registered mail with notice of receipt).

Should the Company breach this term of advance notification, it agrees to pay the UPC a compensation that corresponds to the number of days or months of delay with respect to the advance notification term set forth in this agreement. The security deposit paid by the Company may be used to cover the cost of such compensation.

9.3 Termination due to cancellation of the temporary occupancy permit

If the Company breaches any of the obligations set out in this document or violates any of the conditions of use for the premises, the UPC will be entitled to cancel the temporary occupancy permit and terminate this agreement without prejudice to any claims for damages.

9.4 Registered or tax address if it was previously in the UPC Research and Innovation Park

Upon termination of this agreement governing a temporary occupancy permit, the Company is obliged to change its registered or tax address if it was previously in the UPC Research and Innovation Park. The Company is obliged to make its change of address official in the presence of a notary public and to register it with the Commercial Registry. It must also submit the documents needed to communicate a change of address to the Tax Agency and other pertinent bodies. It must delete references to the use of the premises from its website and all other documents.

TEN. Insurance

The Company must take out civil liability insurance, which must include tenant's liability, in a sufficient amount to cover any damage to persons and/or property that may be caused by the Company, its staff and/or its suppliers. The minimum sum insured under the policy must be €600,000 per claim and/or year.

The Company must also take out a first-loss policy that provides cover for the premises, with a minimum sum insured of €4,500.

These policies must remain in effect throughout the term of the temporary occupancy permit.

The UPC may review the policies taken out at any time and verify that all premiums have been paid by the Company.

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ELEVEN. Condition of premises and equipment at the end of the agreement

When this temporary occupancy permit is terminated or cancelled for any reason, the Company must make the premises available to the UPC in the same condition in which they were made available to the Company. The premises must be vacant and in perfect condition, and any items belonging to the Company must be removed.

At the start and the end of the term of the agreement, the parties will draw up a detailed report on the general condition of the premises, their state of repair, and any deterioration observed. The security deposit will be used to cover the cost of repairing any damage.

A decription of the initial conditions of the premises is included in Annex 1 of this agreement.

TWELVE. Personal data

Any personal data to which the Company has access as a result of the implementation of this agreement may be used only for the purposes of this agreement. Personal data may not be transferred or made available to any third party, even for storage.

The parties will take the technical and organisational measures needed, especially those determined by regulation pursuant to the Spanish Personal Data Protection Law, to ensure the security of personal data and prevent their alteration, loss or unauthorised access, taking into account the technology used, the nature of the data provided and the risks to which they are exposed whether from human action or as a result of the physical or natural environment.

THIRTEEN. Use of the UPC's graphic identity

The Company may not use the UPC's graphic identity or logos without its prior written authorisation. Any authorisation granted must specify the uses covered and the period during which it will remain in effect, which may not exceed the term of this agreement.

Notwithstanding the above, when the applicant's use of the UPC's logos and other identifying marks is for profit, a trademark licence agreement must be drawn up.

FOURTEEN. Transparency

In accordance with prevailing legislation on transparency, access to public information and good governance, the UPC shall, in relation to this agreement, make public information on the signatories of the agreement, its object, its term, the obligations of the parties, including economic obligations, and any amendments made to it. The UPC authorises the Company to publish these details.

FIFTEEN. Applicable regulations

This agreement is governed by Law 33/2003, of 3 November, on Public Administration Assets, the UPC's Regulations on Assets, and any other applicable regulations.

SIXTEEN. Conflicts

In the event of a conflict, the parties hereto expressly waive any right they may have to other law courts, and submit to the courts and tribunals of Barcelona.

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In witness whereof, the parties sign the present agreement in the city of Barcelona and on the date stated below.

On behalf of the UNIVERSITAT POLITÈCNICA DE CATALUNYA	On behalf of .....
Ivan Planas Miret General manager (By signature delegation of the Rector, Resolution 102-2022-3545/13, of 23 November 2022)	....

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ANNEX 1 – Special conditions

ONE. Premises assigned for use

1.1 Location

RDIT building – Campus Baix Llobregat
Carrer Esteve Terradas, 1
08860 Castelldefels (Barcelona)

FLOOR	CODE	NOMINAL FLOOR AREA	FLOOR AREA FOR CALCULATION PURPOSES*
		m^2	m^2

* The floor area used for invoicing purposes.

1.2 Floor plan

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TWO. Security deposit

On ..... [date], the Company provided a security deposit of €..... to meet the requirement set out in Article 4 of this agreement.

THREE. Duration

This agreement will come into effect on ..... [date], and, as stated in Article 5, will remain in force for two years. It may be extended as provided in Article 5.

FOUR. Financial consideration

FINANCIAL CONSIDERATION FOR OCCUPATION OF THE PREMISES			
Charge for use of the premises	Floor area (m^2) for calculation purposes	€/m^2/month	TOTAL €/month
Coworking office space RDIT No. …… - Spot No. …….		€	€
MONTHLY PAYMENT			**- €**

These amounts, which do not include VAT, will be adjusted in January of each year as provided in Article 3 of the general conditions.

FIVE. Report on the initial condition of the premises

Condition of the premises: "in good conditions, recently painted". At the start of the term of the agreement, the parties will draw up a detailed report on the general condition of the premisses as established in clause eleven.

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ANNEX 2 – CONDITIONS OF USE FOR THE PREMISES AND THE COMPANY'S OBLIGATIONS

Conditions of use for the premises

The Company is obliged:

- To respect the conditions of use and rules concerning the operation of the building.
- To ensure that assigned premises are kept clean and to maintain the order and cleanliness of common areas and their furnishings and facilities.
- Not to carry out works of any kind or any other action that alters the design, image, colour, layout or condition of the premises or elements thereof. If any such actions must be carried out, the Company must submit a written request to the UPC sufficiently in advance and receive express written authorisation before the permit comes into effect. If authorisation is given, the cost of the works will be borne by the Company. Alterations must be fully reversible, and the Company will not be entitled to any financial compensation, either during the period when the premises are being used or when they are vacated.
- Not to install or paint signs of any kind (including illuminated signs) in the windows or on the façades of the assigned premises or in common areas.
- To provide the UPC with the design of its logo so that it can be printed and installed in the directory or directories at the entrance to the building and at the access door leading to the assigned premises. This measure is necessary to ensure the uniformity and consistency of signage in the building.
- To notify the UPC of all of the scientific and/or technical equipment it wishes to install on the premises.
- Not to install transmitters, motors, machines, etc. that produce vibrations or noises that disturb the occupants of the building or that may affect its structural integrity or conservation.
- Not to store or handle explosive, flammable, uncomfortable or unhealthy materials on the premises and to comply with current provisions at all times.
- To recognise that the workspace is for use by the Company's staff, who will be responsible for any use of keys or access cards.
- To allow UPC staff or designated professionals to access the premises to verify fulfilment of these obligations and/or perform any maintenance work required.

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Obligations related to the business activity

The Company is obliged:

- To obtain any licences and/or permits required for the activity it intends to carry out in the assigned premises and take out insurance cover as required for the activity it will carry out.
- To carry out the activity under its sole responsibility and respect regulations concerning employment practices, occupational risk prevention, and social, financial and tax matters.
- To hold the UPC harmless against any claims related to the activity carried out. In any event, the UPC does not assume any responsibility for activities carried out by the Company.
- To assume full responsibility for the people working for it in the assigned premises and hold the UPC harmless against any third-party claims whatsoever related to its business relationships, employment practices, social security obligations, or any other matter.
- To notify the UPC immediately of any situation that may pose a risk to the health or safety of campus users, and to designate an employee to act as a contact person in the event of an emergency.

Other obligations

The Company is obliged:

- To report relevant statistics to the UPC, including the number of employees, the job category of employees and their qualifications, the number of projects being carried out (publicly or privately funded, national or international), etc. Only aggregated data will be published (i.e. a summary that combines the Company's data with that of other firms located in the UPC Research and Innovation Park). The UPC undertakes not to publish data for individual companies and will treat any data provided by the Company as strictly confidential.
- To indicate in its publications and/or presentations (when applicable) that the project described was carried out within the framework of UPC actions aimed at promoting research, knowledge transfer and valorisation by encouraging companies to carry out activities in premises located at the UPC Research and Innovation Park. Notwithstanding the foregoing, as provided in Article 13 of the general conditions, the Company may not use the UPC's logos unless it has received the University’s express written authorisation and the purpose for which they will be used is specified.
- To respect other users of the building and all of their property and equipment.
- To respect, accept and maintain the confidentiality of information obtained by any means (heard, seen, etc.) in shared or common areas within the building.
- To be responsible for the proper handling, storage and safekeeping of its data and property. The UPC shall not be held responsible for the loss, theft or illegitimate use of the data.
- To inform its staff of all of the conditions of use and confidentiality provisions set out in this agreement.

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