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## REGULATIONS FOR THE USE OF THE 3D-FACTORY INCUBATOR

### CHAPTER I - DEFINITIONS

#### Article 1.- Definitions.

The Incubator.- The **3D-FACTORY INCUBATOR**, located on the third floor of the building in Avenida Parque Logístico, 2-10, Polígono Industrial de la Zona Franca 08040 Barcelona, which has the purpose of rendering Incubation services to companies and professionals who carry out activities in the area of advanced manufacturing, additive manufacturing and 3D printing.

Communal Spaces.- All the rooms of the Incubator that are not Offices, co-working spaces included, and whose use is for all the Incubator users, 3D-Factory Incubator employees, or third parties as set forth in this regulation.

Co-working Spaces.- Communal Spaces to which certain Incubatees have rights depending on their Incubation Agreement.

Private Spaces.- These comprise the Offices currently in the Incubator, as well as those that may be added in the future.

Offices.- These are enclosed offices located in the Incubator and for private use by the Incubatees to whom they have been allocated.

Incubator Manager.- This is the person in charge of the daily management of the Incubator and the contact person and direct spokesperson of the Incubator as well as the Representative of the Incubator to the Incubatees. The latter must direct any issues relating to the use of the Incubator and its services to the former. The Incubator Manager's contact details, unless they are modified, in which case the modification will be communicated, are [info@dfactorybcn.org](mailto:info@dfactorybcn.org).

Representative of the Incubator.- Fundació LEITAT (FL), located in Calle Innovació, 2, 08225 Terrassa and with Tax Identification Number (T.I.N.) G-64647654.

Developers of the Incubator.- Consorcio de la Zona Franca de Barcelona (CZFB), located in Avenida del Parque Logístico, 2-10, Polígono Industrial de la Zona Franca and with Tax Identification Number Q-0876006-H and Fundació LEITAT, located in Calle Innovació, 2, 08225 Terrassa and with Tax Identification Number (T.I.N.) G-64647654.

Incubatees.- These comprise the companies, entrepreneurs and professionals (including their staff) who carry out activities in the area of advanced manufacturing, additive manufacturing and 3D printing and who have signed the corresponding Incubation Agreement.

There are 3 kinds of Incubatees:

Incubatees with Office: Incubatees with the right to use an office.

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Co-working Incubatees: Incubatees with the right to Co-working Spaces.

Remote Incubatees: Incubatees without the right to use the physical space in the Incubator.

Incubation Agreement.- An Incubation service provision agreement by which Incubatees gain access to the services, signed by the latter and by the Incubator Representative. The Agreement regulates the regime of the services rendered to the Incubatees. This Regulation forms part of the Agreement as an Appendix.

Specialist Services.- Innovation, marketing, or any other kind of services set out in the Incubation Agreement.

General Expenses.- Expenses incurred from the consumption of supplies to the Incubator, as well as services the Developer contracts out to third parties, other than the Specialist Services and those related with the facilities in which the Incubator is located (water and drinking fountain, electricity, internet, VoIP phone, cleaning and document printing).

Expenses for Specialist Services.- Expenses incurred as a result of giving access to specific Specialist Services.

Operating Expenses.- Expenses related with the management and operation of the Incubator, particularly with respect to staff and collaborators allocated for such purposes, as well as expenses incurred by the Incubator that are not included in the General Expenses or the Expenses for Specialist Services.

Notifications to Incubatees.- Notifications between an Incubatee and the Incubator via email or burofax to the email address or to the registered business address, respectively, as specified in the Incubation Agreement, will be understood to be delivered and binding, unless the other party is notified of the modification thereof. In all cases it is compulsory that Incubatees supply an email address for the purpose of notifications.

## **CHAPTER II - USE OF SHARED AND PRIVATE SPACES**

### **Article 2.- General provisions.**

In terms of usage of both Communal Spaces and Private Spaces, Incubatees are subject to the Regulations, Ordinances, and other provisions on a municipal, regional, and national level that apply there to, in addition to the regulations listed herein.

Incubatees must abide by any easements that may apply to the property in which the Incubator is located, and its access points in accordance with applicable regulations – whether these be of a contractual or legal nature.

Incubatees must allow any easements that public authorities require, particularly those established for reasons of health, safety, security and public order. Incubatees must permit any construction work that may be necessary to fit out, repair, or remodel the Incubator or its installations.

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The Incubation Agreement will have a minimum duration of six (6) months and a maximum of one (1) year, extendable by express written agreement between the Incubatee and the Incubation Representative.

An Incubatee may reapply for a new Co-working Space for a new business project within the operating scope of the Incubator.

The same Incubatee may not simultaneously occupy more than one Office, unless there is express authorisation to do so as there are no other requests being processed and there are available spaces.

### **Article 3.- General regulations on use and obligations of Incubator users.**

The right to use the Incubator spaces and the Incubation Services provided to each Incubatee apply only to the Incubatees and said spaces and services must be used only for the Incubatees activities for which the Incubation was granted. The conditions of such usage may not vary except by express permission of the Incubator Manager.

All Incubatees are to obtain all required permits and licenses for the undertaking of their business activity in accordance with existing regulations, assuming all responsibility for obtaining said permits and licenses and exonerating the Incubator, the Developers of the Incubator and the Incubator Representative of whatsoever liabilities arising from failure to obtain them. Additionally, the Incubatee will provide the Incubator Manager with any information or documentation that he or she requests for the purposes of verifying that said permits and licenses have been obtained and of the compliance of whatsoever other requirements established in this Regulation or in current legislation for the Incubatee.

Likewise, the Incubatee undertakes to send the Incubator Manager all the information that the Co-funding Organisation may require from the Incubator Developers or the Incubator Representative with relation to the Incubatees or their projects or activities in order to verify that the co-funded project is being correctly run and to justify the co-funded project. The Incubatee will send said information within a maximum period of ten (10) days starting from the date on which the Manager makes the request for the aforementioned information.

In order to ensure the proper operation of the Incubator, proper conduct and respect for people and the installations, it is mandatory that Incubatees comply with these regulations. This is an essential requirement in order to be able to access the Incubator and services.

All Incubatees are subject to the following conditions:

- 1) Incubatees may use the logo, the name of the Incubator and its address to advertise that it is located at the Incubator's facilities. Any other use of the corporate image, logo, website or distinctive marks of the Incubator without the explicit permission from the Incubator Manager is just cause for the Incubator Representative to initiate legal action and demand liabilities.
- 2) The collection of documents, letters, packages (both certified and normal) or any other item addressed to the Incubatees or to its employees, by the Incubation reception, in no case supposes responsibility on behalf of the Incubator Developer, the Incubator Representative, or its personnel, regardless of scope. The aforementioned parties will not be responsible for

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the item received, or for its content or its legality. The recipient will only act in his or her capacity as an exceptional recipient, on behalf of the end recipient, regardless of who the sender is. Employees working at the reception of the Incubator are expressly authorised to collect any kind of package or document, including certified post, in the name of the Incubatee. The reception service or the Incubator Manager will send an email to the Incubatee to inform the latter that the item received is awaiting them. For such purposes, the Incubatee will notify the Incubator of any changes in their personal, professional or business details.

- 3) Taking into account the characteristics of the Incubator spaces, particularly the co-working spaces, most of said spaces are open plan, with no dividers and, as such, practically no insulation (acoustic, visual, etc.), and as such each Incubatee must abide by their responsibility to protect the data they have access to. As such, under no circumstances may Incubatees communicate to third parties, regardless of whether they are also Incubatees, any data, information, general comments or communications they have had access to and that have not been officially made public.

The Incubatees, the Incubator itself and the Incubator Representative must treat as confidential any personal data that they have knowledge of as a result of the Incubator in proper compliance at all times with the provisions of EU Regulation 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, and repealing Directive 95/46/EC, of Spanish Organic Law 3/2018 of 5 December on the Protection of Personal Data and the Guarantee of Digital Rights and any other regulations, currently in force or that may be passed in the future with respect to such rights and will adopt all the measures necessary, ideal and/or simply advisable, technical and organisational, to guarantee their security and protection.

All Incubatees are obliged to keep secret any information (heard, seen, etc.) and obtained in the facilities of the Incubator. Incubatees will be responsible for ensuring that said obligations are also fulfilled by its employees and collaborators who access the Incubator's spaces.

Failure to comply with due privacy and confidentiality required from and for each member of the Incubator will make the Incubatee liable for said transgression and will also constitute a breach in this Regulation.

- 4) The Incubator, through the Incubator Representative, reserves the right to incorporate any security measures it deems necessary, without giving prior warning to Incubatees, with the sole purpose of ensuring, at all times the security of the people, material, or any other type of resources that are inside the Incubator's installations.
- 5) The Incubator reserves the right to modify the space used by an Incubatee if it deems it necessary for organisational, productive, financial or for any other cause, always transferring the Incubatee to a new space and guaranteeing, at all times, that said Incubatee has a suitable working space.
- 6) The Incubatee reserves the right to admission for non-compliance with Regulations on Conduct. The employees assigned to the management and the operation of the Incubator

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- may deny access to the Incubator to any person presenting signs of inebriation, or of having consumed narcotic substances or who has a violent or offensive attitude.
- 7) If it deems it is necessary in order to comply with any applicable law, regulation, legal process, official administrative or governmental request, the Incubator reserves the right to, and is authorised to, at all times, communicate any information about the Incubatee to whatsoever competent Authority or organization.
  - 8) No Incubatee will be allowed to enter the Incubator facilities outside the opening hours established in article 4. (Unless the Incubator Manager gives specific written instructions to authorize this).
  - 9) It is mandatory for all Incubatees to act respectfully towards all other Incubator users and employees. Unprofessional or malicious conduct will not be tolerated.
  - 10) They must also respect the Incubator's facilities and spaces, both private and communal, always ensuring they are kept clean and orderly during and after their used.
  - 11) Any Incubatee who fails to abide by conventional personal hygiene norms will not be allowed to enter the Incubator.
  - 12) Visitors must make themselves known to the reception staff and must not interfere with or interrupt the work of any Incubatee. They must therefore use the spaces designated for visitors (meeting room, training room).
  - 13) Incubatees are responsible for any damage caused to the Incubator's furnishings and facilities as a result of a lack of due diligence, misuse or irresponsible use.
  - 14) Co-working spaces will be occupied in the order that they become available and always following the order that Co-working Incubatees arrive, unless they have a specific space allocated.
  - 15) The Incubator, the Incubator Developer, the Incubator Representative and the Incubator employees are not responsible for users' belongings, particularly in the event of theft or damage caused to said belongings by third parties (including other Incubatees).
  - 16) All Incubatees will use the facilities responsibly and respectfully. If the kitchen utensils are used (glasses, cups, plates, microwave, etc.) they must be cleaned afterwards and stored in the proper way. Restrooms will also be used respectfully in order to maintain them in optimally hygienic conditions.
  - 17) The only acceptable means for listening to music or other sounds inside the Incubator are via headphones so as not to disturb other Incubatees.
  - 18) In order to respect the working space of other Incubatees, it is forbidden to shout or speak in a loud voice in any space inside the Incubator.
  - 19) The only space for food is the "office". Under no circumstances can the tables or work rooms be used to consume or store food.
  - 20) In the event of finding a missing object belonging to another person, this must be handed into the Incubator Manager or the reception staff.
  - 21) Pets are not allowed on the premises (with the exception of guide dogs).
  - 22) Smoking in the Incubator is strictly forbidden (apart from designated smoking areas).
  - 23) In the event of a dispute or difference of opinions between two or more Incubatees, the Incubator Manager will act as arbitrator and mediator in the dispute. All the Incubatees involved must commit to accept and abide by his or her decision.

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- 24) When this is not the consequence of their actions or their fault, the Incubator, the Incubator Developer, the Incubator Representative and the Incubator's employees are not responsible for any injuries or harm or deception caused to Incubatees.
- 25) All Incubatees must be responsible for any damage that they cause to the Incubator's facilities, for any harm or injury caused to Incubatees, to Incubatee employees or to third parties, as well as for damage caused to their assets or belongings.
- 26) Incubatees must pay and be up-to-date in the payment of General Expenses, Specialist Service Expenses and Operating Expenses in accordance with the provisions of the Incubation Agreement.

#### **Article 4.- Hours of operation.**

The Incubator is open and accessible for Incubatees from Monday to Friday from 7am to 9am, apart from official festival days in the city of Barcelona.

If needed, exceptionally, the Incubator Manager may grant special permission for access over weekends.

For special reasons, the Incubator Manager may modify said opening times at the Incubator, which will adapt insofar as is possible to the needs of the Incubatees.

However, the reception opening hours and services to Incubatees and visitors will be 8 hours, within said opening hours. More specifically, from 9am to 2pm and from 3pm to 6pm.

#### **Article 5.- Incubatee access and identification.**

In order to be able to supply the corresponding entrance passes to the Incubator's spaces, and in accordance with the Incubation Agreement, all Incubatees must send, via email, the identification details of all its employees who may have access to the Incubator, giving a minimum notice of two (2) working days.

#### **Article 6.- Visitor access and identification.**

Incubatees must organize visitors/meetings with third parties in advance with the Incubator Manager in order to be able to book the spaces designated for such purposes as per procedure established in article 22 of this regulation.

Under no circumstances may the number of attendees to visits and meetings exceed the capacity of the rooms designated for such purposes.

Visitors to the Incubator must provide ID, more specifically, their name and surname(s), National Identity Card number, and, where applicable, the name of their company.

#### **Article 7.- Custody of keys / Entrance cards.**

For security reasons and in the event of an emergency, the Incubator Manager will keep a copy of the keys/entrance cards for all Private Spaces.

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Each Incubatee will only have keys/entrance cards to the private space that, where applicable, has been assigned as per the Incubation Agreement.

**Article 8.- Overall image.**

Incubatees must respect the corporate image of the Incubator, which will be determined by the Incubator Manager, both for Communal Spaces and Private Spaces.

In any case, the image of the Incubatee or its different brands, if these exist, may not conflict with regulations on patents and trademarks or infringe the rights of third parties. The Incubatee is the only party responsible for said breaches and will guarantee immunity for the Incubator, the Incubator Developer and the Incubator Representative in the event of any third-party claims.

**Article 9.- Signage in communal spaces.**

The Incubator Manager will commission and install, in areas designated for these purposes, the signs with the trade name and image of each Incubatee.

The signs will be in keeping with the corporate image measurements and criteria that the Incubator Manager decides.

The image will be designed in accordance with each Incubatee, to whom the final design and budget will be presented for approval. The Incubatee will bear the costs for said signage.

The costs arising from this signage in communal areas will be charged to each Incubatee along with the first invoice issued once the budget has been presented.

Other than those approved by the Incubator Manager, it is forbidden to install signs, placards, or identifying marks, or any other type of sign of marketing item in the communal spaces or on façades or outer walls. Any such unapproved materials will be removed at the expense of the Incubatee, including any expenses arising from returning the space affected to the same conditions as prior to the unauthorised signage being placed.

**Article 10.- Signage in private spaces.**

The placement of signs or placards in Private Spaces, including the outer walls of Offices, must be approved by the Incubator Manager. Signs facing the outside of the building are prohibited.

Signs must be in keeping with the corporate image measurements and criteria that the Incubator Manager decides, and their costs will be borne by the relevant Incubatee.

When the Incubation Agreement ends, for any reason, the Incubatee will leave the Private Space in the same conditions in which it was received, removing any kind of signage or advertising that has been installed and leaving the space where it was placed in the same conditions in which it was received before the signage was installed.

**Article 11.- Maintenance and cleaning.**

At all times, Incubatees must ensure Communal Spaces and their designated Private Spaces, their décor, furnishings, equipment and entrance systems are in good working condition, are



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correctly presented and perfectly clean, even though the latter is a service provided by the Incubator.

Incubatees must abide by the waste removal instructions communicated by the Incubator Manager.

Incubatees will refrain from storing or accumulating items of any kind in the Communal Areas, even if they are only doing so temporarily.

Equipment belonging to Incubatees to carry out their work may not be located outside the Private Spaces or outside the Co-working Spaces they occupy at any time, or in the corresponding lockers.

#### **Article 12.- Safety and security.**

Incubatees hereby waive their right to make any claim for vicarious liability from the Incubator Developer or the Incubator Representative, either jointly or separately, for damage and theft of items, materials and products in communal or private spaces.

Incubatees must comply with and enforce all safety and security regulations.

The Incubator, via the Incubator Representative, will take out a multi-risk insurance policy for the Incubator and in relation to the furnishing and fixtures of Communal Spaces, and any other communal-use item in the Incubator, as well as all furnishings and fixtures and equipment located in the Incubator and which it owns.

Incubatees may contract the opportune insurance policies on any goods and/or rights that may be located in their private space and belong solely to them. Under no circumstances will the Incubator, the Incubator Developer or the Incubator Representative be held liable for robberies or damages that may affect the Incubatees' aforementioned goods and/or rights.

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#### **Article 13.- Internet Service Use.**

Incubatees are forbidden to use software in the Incubator for which they do not have the legal license. The Incubatee is entirely responsible for the use of their computers and of the software stored within them.

Neither the Incubator, nor the Incubator Developer, nor the Incubator Representative not responsible for power cuts caused by the electricity company. Nor are the responsible for viruses or malware that may infect any devices owned by the Incubator.

#### **Article 14.- Business Activity Coordination.**

For the purposes contemplated in Spanish Royal Decree number 171/2004, of 30 January, implementing article 24 of Spanish State Law 31/1995, of 8 November, on the Prevention of Occupational Risk, with respect to business activity coordination, Incubatees must be aware of the concurrence of the Incubator of different companies and professionals and undertake to comply all the requirements, duties and obligations (of cooperation, information, establishing measures for coordination and the appointment of a person in charge of the coordination, assessment and plan to prevent possible occupational risks, etc) as imposed by the aforementioned regulations and must be answerable for their compliance to the Incubator and the Incubator Representative.

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**Article 15.- Independence of the parties and employment regulations.**

The provision of the Incubation services arising from the Incubation Agreement and the consequent rights to use the Incubator spaces, in no way involves the existence or creation of an association, agency or legal dependency between the Incubatees and the Incubator, the Incubator Developers and the Incubator Representative. Thus the respective employees and/or collaborators that carry out their activities in the Incubator are solely and legally dependent on the respective Incubatee and will abide by their policies, totally independent of the Incubator, the Incubator Developers, the Incubator Representative and the Incubator's employees. It is the exclusive and direct responsibility of the Incubatee to ensure the fulfilments of all work obligations, as and when applicable, with regard to its respective employees and / or collaborators.

In this sense, each Incubatee is obliged to comply with its responsibilities, to adopt the measures necessary to protect the health and safety of its respective workers and / or collaborators who carry out their activities in the Incubator. Incubatees are also obliged to comply with their responsibilities for the evaluation and prevention of occupational risks, information, right to consultation and to participation, the training of these employees and / or collaborators, their responses in the event of emergency and imminent risk and health monitoring, as stipulated in the regulations on the prevention of occupational risk.

**Article 16.- Temporary closure of facilities.**

The Incubator Manager may temporarily close off access to the Incubator's spaces, either partially or fully. In such cases, Incubatees will have no rights to claim any kind of compensation and must pay the corresponding amount as per the Incubation Service Provision Agreement in the following cases:

- Force majeure or acts of God.
- Repairs or extension work that requires either the partial or total closure of the Incubator spaces in order to be carried out.

In such cases the Incubator Manager will notify the Incubatees as early as possible in order to allow them to adapt to the situation.

However, that said, if Incubatees are unable to access their spaces for a period greater than seven (7) days, they will have the right to a reduction in the General Expenses and Operational Expenses that is proportional to the days of closure and during which they have been unable to access their work spaces.

**Article 17.- Repairs and maintenance.**

The Incubator Manager will be in charge of the execution of all works and repair works carried out in Communal and Private spaces, as well as for the general facilities and equipment.

In the event that the repair is due to the negligent use or bad faith of an Incubatee, said user will be responsible for assuming the cost thereof. The Incubator Representative will be responsible for passing on this expense to said Incubatee.

Incubatees are responsible for bearing the costs of any works or repair works that are essential to do in Private Space allocated to them or in the Communal Spaces in the facilities.



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Any restrictions on use caused by this does not confer Incubatees the right to claim indemnity or compensation. Notwithstanding, the provisions of Article 15 apply when access is prevented to Private Spaces for a period longer than seven (7) days.

The Incubator Manager reserves the right to change the Incubatees location to which they have right from one Private Space to another Private Space similar to the one being used until that point, when said change is necessary to undertake construction work or repairs, or for organisational reasons.

#### **Article 18.- The occupation of spaces.**

Prior to accessing the spaces in the Incubator, the Incubation Agreement must have been signed between the Incubatee and the Incubator Representative.

Incubation agreements may include different, special conditions other than those set forth herein; therefore, in the event of any inconsistencies or contradictions between the provisions set forth in these General Regulations and in an Incubation Agreement, the Incubation Agreement content prevails over the former.

This regulation will be attached to the aforementioned Incubation Agreement and will be signed by the aforementioned parties.

The space or the spaces to which the Incubatee has right of access, whether this is an office or a Co-working Space, must be effectively occupied by the Incubatee in question for the proper execution of the project or activity that is the object for which the Incubatee was selected. Said occupation must be carried out within a maximum period of fifteen days following the signature of the corresponding Incubation Agreement. Inactivity on behalf of an Incubatee, or the failure to use the spaces corresponding to the Incubatee, or using said spaces for purposes other than those contemplated in the project or activity that is the object of the incubation for which the Incubatee was chosen, will be an automatic cause for the termination of the Incubation Agreement, without prejudice to legal actions that may be taken against the Incubatee, as well as requesting from the Incubatee the corresponding indemnification for damages.

The Offices must be used by the number of workers in accordance with the floor area of each specific office and this will be determined in the Incubation Agreement.

In exceptional cases, the Manager may grant a change of project or activity in the space to which the Incubatee has the right of use, if said Incubatee submits a request, together with an accompanying report justifying said request.

It is strictly prohibited to install appliances in the offices, except when expressly authorized to do so, after having made a reasoned request to the Incubator Manager.

Incubatees occupying offices are obliged to grant the Incubator Manager access, at all times, to the allocated office. This is so that the Incubator Manager can check that the office is being used accordingly and also to solve any fault or problem relating to the Private Space.

#### **Article 19.- Noises and odours.**

Generally speaking, Incubator users must not, in any way, disrupt the atmosphere in the Incubators facilities by producing noise, vibrations, odours, temperatures, or any other thing that may affect or bother the other Incubatees or employees working in the Incubator.

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Each Incubatee must proceed to process any administrative authorizations necessary to undertake the business activity planned to be exercised in the space allocated, and is solely responsible for obtaining said authorizations.

In the case of Private Spaces where some kind of soundproofing or measures to prevent odours from spreading is necessary, these expenses will be borne by the Incubatee and must be approved by the Incubator Manager, who will determine which party will manage the execution of said works.

**Article 17.- Clutter.**

It is forbidden to store equipment, raw materials or finished products in the communal spaces. The Incubator Manager will remove said elements at the expense of the Incubatee who will place them elsewhere or put them into storage.

Objects, machinery, or products that surpass the load limits for floors and partitions walls may not be stored in Private Spaces.

**19.- Health and fire safety.**

It is prohibited to enter into the Incubator with hazardous, toxic materials, as well as materials that are unhealthy, smelly or flammable and that are not authorized by law or by administrative regulations. In the event that the business activity of an Incubatee involves the use of these substances, said activity will require the prior authorization from the Incubator Manager after submission of a reasoned request. It will be the responsibility of said Incubatee to implement any safety/security protocols required by the regulations in force, the competent authority and CZFB, likewise assuming any costs associated therewith. If these protocols affect a Communal Space, the cost incurred will be paid by the Incubatee using said substances. It is not allowed to introduce solid materials, flammable materials, or hazardous materials into pipes or drains. This prohibition includes any element that could act in detriment to the proper functioning of the aforementioned installations.

The plumbing and electricity installations that are inside the Incubator must be maintained in good working condition. Their repair, except in cases of negligence or misuse, will be the responsibility of the Incubator.

Incubator users must respect all rules set forth for safety and ensure that service hallways are kept clear when said hallways are used as emergency exit routes in the event of a fire or disaster.

The misuse of firefighting equipment is strictly prohibited.

**Article 22.- Vacating spaces with usage rights.**

When the Incubation Agreement ends, for any reason, the Incubatee may not enter the Incubator and their entrance passes will be cancelled.

In the cases of the offices, the Incubatee in question must leave the Office they occupied free and unobstructed, in the same condition in which they were upon entry and at the disposition of the Incubator. If the Incubatee fails to comply with said obligation, they will be responsible



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for damages and subject to a specific fine of the daily amount to be payable to the Incubator Representative, the amount of €50 daily for each day that the Incubatee fails to fulfil their obligation.

If the Incubatee leaves or rescinds occupation of the space it has been assigned, leaving therein assets and furniture and furnishings, it will be understood that the Incubatee has abandoned their property and the possession thereof will pass to the Incubator.

In the event that the Incubatee terminates their business activity before the end of Incubation Agreement, this must be communicated to the Incubator Manager giving notice of at least fifteen (15) days.

#### **Article 23.- Use of Meeting Rooms.**

All Incubatees have the right to use meeting rooms in accordance with the following regulations:

- Incubatees must request usage from the Incubator Manager giving due notice. The Incubator Manager will provide information on the space's availability, or lack thereof, based on existing reservations.
- Once use has finalized, the elements and spaces used must be left in perfect state.
- Any damage to the room or materials during their use is to be the sole responsibility of the aforementioned Incubatee.
- Usage of rooms will be granted in order of request, on a first come, first served basis.
- The Incubatees must notify the Incubator Manager of any damages they detect in the facilities so that they can be repaired immediately.
- Meeting rooms may only be used for the purposes of the projects that are the object of the incubation granted.

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#### **Article 24.- Prohibitions and limitations to usage of Communal Spaces.**

In addition to any other forbidden activity established in this regulation, it is forbidden to use Communal Spaces in the following ways:

- As storage space.
- To carry out activities that are, or involve the use of product that are, hazardous, toxic or dangerous, other than transporting them to Private Spaces, if such transport has been authorized by the Incubator Manager.
- To use, store, or handle any material not permitted by the health and safety regulations.
- To distribute marketing material of any type outside of the spaces set aside for said purposes.
- To make noise, release odours, vibrations, etc. that could disturb the Incubator's normal operations or bother the other Incubatees or the Incubatee's employees.
- To install unauthorized machinery or appliances.
- To carry out activities other than the projects that are the object of the incubation or the specific activities of the Incubator.

#### **Article 25.- Construction work in private spaces. Authorization scheme.**

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Incubatees with the right to use Private Spaces may make small-scale adaptations in said allocated spaces, providing that these are essential for the execution of the project chosen for incubation. These must be done at their expense and approved in writing by the Incubator Manager.

Once their stay in the Incubator has finalized, Incubatees must return the Private Space in the same conditions in which it was allocated to them, unless the Incubator Manager agrees for the space to be handed over with the modifications included.

These small adaptation projects will not be cause for compensation, indemnities or give any Incubatee the right to terminate their stay in the Incubator.

**Article 26.- Construction work in communal spaces.**

Incubator users cannot undertake construction work in communal areas.

**Article 27.- Incubatees parking rights.**

Status as an Incubatee does not imply a reserved parking space in the car park belonging to the building where the Incubator is located. Nevertheless, private vehicle parking is allowed for Incubatees and for visitors, in accordance with the availability existing at the time.

Barcelona, October 3, 2019

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