

Terms and conditions for participation in the “Creative Pre-Incubator”

cooperation project between accent Inkubator GmbH and University of Applied Sciences St. Pölten GmbH

By submitting their application, applicants agree to the following terms and conditions for applying and participating in the Creative Pre-Incubator project.

1. Description

- 1.1 The "Creative Pre-Incubator" project (hereinafter referred to as **CPI**) is being carried out by accent Inkubator GmbH (hereinafter **referred to as accent**) in cooperation with University of Applied Sciences St. Pölten GmbH, hereinafter referred to as “**USTP St. Pölten**” (both hereinafter **referred to as "cooperation partners"**) at USTP St. Pölten. CPI is a structured programme funded by the Province of Lower Austria (Economy, Tourism & Technology – WST3) and the European Regional Development Fund (ERDF) for a selected group of students and graduates of USTP St. Pölten to develop their business ideas with professional support.
- 1.2 A USTP-independent jury nominates outstanding business ideas from students or graduates of USTP St. Pölten from among the applications received. These ideas are then supervised by the cooperation partners over the course of an academic year as part of the CPI, during which the students develop their business projects (hereinafter referred to as the **applicants** or **participants** in the event of a nomination).
- 1.3 Both accent and the USTP St. Pölten will provide consulting and support services to CPI participants, although participants have no legal claim to a specific scope or type of consulting and support services. Participants will not be reimbursed for expenses incurred in connection with their application to or participation in the CPI.

1.4 There is no legal entitlement to admission to the CPI programme. The jury members decide on admission to the Creative Pre-Incubator programme freely and without giving reasons, after an exclusively formal review by the USTP St.Pölten.

2. Application

2.1 Applications to participate in the CPI must be sent exclusively by email, including all of the following documents in PDF format, to cpi@ustp.at **by the deadline specified on the USTP St.Pölten website at the latest:**

- Curriculum vitae of all team members, including current contact details
- Description of the business idea (according to specifications: see website)
- Signature of the terms and conditions of participation by all team members

The applicant will receive a confirmation of receipt by email.

2.2 Applications received **after the deadline** will not be considered. If valid reasons are provided, an application that is not submitted by the deadline may still be accepted for the Creative Pre-Incubator.

2.3 If two or more applicants have a business idea that they would like to develop together with the help of the CPI, the application must contain the details for each applicant.

2.4 Incorrect or incomplete information provided in connection with the application, even if it only becomes known after admission to the CPI, entitles the cooperation partners to immediately exclude the applicant from the CPI.

3. Participation requirements

3.1 Participation in the CPI requires a complete application submitted by the deadline.

3.2 All regular students of the USTP St.Pölten and extraordinary students in continuing education courses are eligible to participate at the time of application, even if they are expected to complete their studies or continuing education course at the USTP St.Pölten during their participation in the CPI. Graduates who have successfully completed a regular or part-time degree programme (further education course) at the USTP St.Pölten within the last twelve months prior to their application to the CPI are also eligible to participate.

3.3 In the event of interruption or discontinuation of studies/further education at the USTP St.Pölten, or expulsion from the university, further participation in the CPI is only possible if valid reasons are given. The obligations of participants arising from these conditions of participation are not interrupted or terminated by an interruption or termination of participation in the CPI.

4. Duration of participation

4.1 The conditions of participation in the CPI are limited to a period of two consecutive semesters from the respective specified start date.

5. Rights and obligations in the event of participation

5.1 Participants undertake to comply with the house rules of University of Applied Sciences St. Pölten GmbH (available via CIS) and the house rules of BIZ St. Pölten (see website: <http://biz-st-poelten.at/>). By signing the conditions of participation, these are deemed to have been read and accepted.

5.2 The named contact person is the representative of the project group for University of Applied Sciences St. Pölten GmbH and accent Inkubator GmbH and is responsible for all decisions concerning the project group, such as coordinating appointments, obtaining consent for publications, etc.

5.3 Participants are entitled to use the premises and inventory of the "co-working space" at BIZ St. Pölten for their project work.

5.4 For this purpose, University of Applied Sciences St. Pölten GmbH will provide a key for the contact person of the project group to collect from the CSC. The contact person is not entitled to use the key or the premises accessible with it for other purposes. Passing on the key to third parties is prohibited.

5.5 The contact person assures that they will lock all rooms properly and return the key to University of Applied Sciences St. Pölten GmbH after completion of the project or participation in the CPI.

5.6 Any loss of the key must be reported to University of Applied Sciences St. Pölten GmbH immediately.

- 5.7 The workshops and services offered by the CPI must be used by the entire project group. Registration is automatic. If participation is not possible in justified cases, timely cancellation must be made for planning purposes.
- 5.8 Regular meetings of the project group with the supervisors from University of Applied Sciences St. Pölten GmbH and accent Inkubator GmbH will be arranged with the contact person.
- 5.9 During the funding period, the project groups are obliged to provide the supervisors at University of Applied Sciences St. Pölten GmbH and accent Inkubator GmbH with regular updates on the development of their business idea. The respective contact persons will arrange appointments for this in consultation with the project groups.
- 5.10 After completion of the two-semester support programme, participants are expected to provide a qualified response or analysis regarding the feasibility of their business idea as a first step. In this case, a professionally thought-out business concept that can be used by investors or funding agencies must be available. In general, however, the goal of all activities of the cooperation partners within the framework of the CPI is a possible start-up.
- 5.11 It should be noted that participants who are not regular students at University of Applied Sciences St. Pölten GmbH are not covered by accident or liability insurance and must take care of this themselves.

6. Credits

Participation in the CPI can be credited after agreement with accent in the case of participants who are currently completing a bachelor's, master's or continuing education programme at USTP St. Pölten. To this end, a corresponding application must be submitted to the respective programme director, who will decide on it in accordance with § 12 FHStG (Fachhochschul-Studiengesetz idF BGBl I 2011/74).

7. Disclaimer

7.1 The cooperation partners accept no liability for any infringement of third-party rights by the participant (see also Plagiarism, intellectual property and publication rights).

8. Plagiarism, intellectual property and publication rights

8.1 The applicant confirms that the submitted business idea originates exclusively from him/her and does not infringe any third-party rights, or that he/she has the necessary rights of use and that the applicant does not thereby violate any confidentiality obligations incumbent upon him/her. Any form of plagiarism (including rights relating to research projects at the USTP St.Pölten) in the application or in the context of activities as a participant in the CPI will result in immediate exclusion from the CPI, regardless of possible civil and/or (administrative) criminal consequences. If a third party asserts a claim against a cooperation partner in connection with the participant's project, the participant shall indemnify and hold harmless the respective cooperation partner.

8.2 Participants retain all intellectual and industrial property rights in connection with the project within the framework of the CPI. The cooperation partners reserve the right to use the general scientific results of the participants' contributions in teaching and research and to publish them after consultation with the participants. The participant further grants the cooperation partners the right to publish the results of their participation in the CPI in a scientific context, in particular in specialist journals (print media, electronic media), and to present them at specialist conferences, after consultation with the participant.

8.3 All documents submitted (electronically or in print) by the selected participants will remain with the cooperation partners and will not be returned after the CPI has ended. Documents submitted by applicants who are not selected for the CPI will be treated confidentially until a decision on participation has been made and, in the event of rejection, will be archived for the duration of the statutory and contractual reporting obligations. Regarding the use of personal data from application documents, see 10.2.

8.4 A company founded by a participant with the help of the CPI may be listed as a reference on the respective homepage, in advertising folders, etc. of the cooperation partners.

8.5 The CPI project is funded by the ERDF. For this reason, whenever participants use the CPI logo, they must also use the ERDF logo and comply with the ERDF publicity requirements (Appendix 2).

In the event that the respective work results of the participants contain inventions within the meaning of the Patent Act or the Utility Model Act that originate from them, the right to apply for a patent lies solely with the respective participant. However, if the participant does not wish to exercise this right, they must first offer it to the cooperation partners.

9. Confidentiality obligation

Participants undertake not to disclose to third parties any trade or business secrets of University of Applied Sciences St. Pölten GmbH or accent Inkubator GmbH that become known to them in the course of the CPI, or any other facts that require confidential treatment due to their significance and content, even after the duration of their participation. All information and partial services transmitted in connection with participation are subject to strict confidentiality during the period of participation. Violations of the confidentiality obligation are considered good cause for exclusion from the CPI.

10. Data protection

10.1 The applicant/participant undertakes to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council 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, as well as the Federal Act on the Protection of Natural Persons with regard to the Processing of Personal Data (Data Protection Act, DSG), Federal Law Gazette I No. 120/2017, as amended.

10.2 The applicant/participant acknowledges that the contact details obtained in the course of business relations may be used for direct marketing purposes for information on current events organised by the cooperation partners themselves and relevant topics of the cooperation partners. Contact for direct marketing purposes will be made via email or letter. This use is legitimised as a legitimate interest of the cooperation partners within the meaning of Art. 6(1)(f) of the General Data Protection Regulation. The applicant/participant may object to this processing for direct marketing purposes at any time by sending an email to datenschutz@ustp.at or by post, without this affecting the lawfulness of the processing until revocation. In addition, there is the option to unsubscribe from the mailing list with each mailing.

10.3 The applicant/participant acknowledges that their personal data collected as part of the application, in particular their name, email address, telephone number and application

documents, will be collected, stored and archived by the CPI. In order to evaluate the submitted documents, the applicant's/participant's data will also be transferred to accent Inkubator GmbH so that a joint expert jury can make an informed decision. This processing is legitimised on the basis of a preliminary contract; failure to provide the necessary data will prevent processing and make participation impossible.

10.4 Participants acknowledge that their names, photos and videos in which they appear may be used by cooperation partners for media purposes when publishing CPI contributions and may be passed on to the press and media.

10.5 As the funding body, the Province of Lower Austria (Economy, Tourism & Technology – WST3) is entitled to access participants' data if necessary.

10.6 In order to evaluate the business ideas submitted, the documents provided by the applicant/participant will be forwarded to an expert jury.

10.7 If electronic data is transmitted, the applicant declares that the material they send to the cooperation partners or store in their systems does not contain any viruses, malware, spyware or similar electronic programmes that could damage a third-party system or violate data protection laws. The applicant shall indemnify and hold harmless the cooperation partners for any damage caused by sending or uploading such software, regardless of whether this sending or uploading was done knowingly or unknowingly.

10.8 The applicant's/participant's data will be deleted 7 years after the end of the respective funding period.

10.9. Furthermore, the following rights should be noted:

- Right to information about the personal data concerned
- Right to object, provided that there are no legal provisions to the contrary. If you object to the processing of data for participation, this does not affect the lawfulness of the processing to date.
- Right to rectification and erasure
- Right to data portability and restriction of processing

You can assert these rights with University of Applied Sciences St. Pölten GmbH as the responsible data processor (datenschutz@ustp.at).

- Right to lodge a complaint

which must be lodged with the Austrian Data Protection Authority, Wickenburggasse 8, 1080 Vienna, telephone: +43 152 152- 0, email: dsb@dsb.gv.at as the competent supervisory authority.

11. Miscellaneous

11.1 Austrian law applies.

11.2 These conditions of participation are subject to any changes made by the cooperation partners. Changes will be published on the USTP St.Pölten website.

Working title of the project	
Project group	
Participants	
Main contact person	

By signing this document, I confirm that I have read and accept the conditions of participation.

First name/surname of team members
(block letters):

Date, signatures of participants

Appendices:

Appendix 1 ...BIZ house rules, see website:

<http://biz-st-poelten.at/>

Appendix 2...EFRE publicity regulations including complete logo

EFRE publicity requirements

The CPI participant acknowledges and accepts that

- funding from the European Regional Development Fund (ERDF) and the Province of Lower Austria is being used to implement the "Creative Pre-Incubator" project (= the project).
- the IWB/ERDF publicity requirements must be followed and applied.

The current version of the guidelines can be found here:

http://www.efre.gv.at/download_center/publizitaet/

In particular, the CPI participant may not modify, edit, restrict or expand the versions of the logo provided by the Creative Pre-Incubator department of accent Inkubator GmbH without the express consent of the Creative Pre-Incubator department of accent Inkubator GmbH.

The CPI participant must consult with the Creative Pre-Incubator department of accent Inkubator GmbH on all questions of doubt in connection with the publicity regulations.

The CPI participant shall be liable to accent Inkubator GmbH and the project for all damages (in particular loss of funding) resulting from non-compliance with the publicity regulations and shall indemnify and hold them harmless.

Read and agreed

Signature

Start-up/natural person Name in block letters

Logo:

