

# **Partnership Agreement Level: Tier-3**

**(hereinafter referred to as "Agreement")**

**between**

**ESA BIC Denmark  
Danmarks Tekniske Universitet**

**Centrifugevej 356  
DK-2800 Kgs. Lyngby  
CVR-nr. 30 06 09 46**

**(hereinafter DTU)**

**And**

**Erhvervshus Midtjylland  
Abogade 15  
8200 Aarhus N**

**(hereinafter the Organization)**

**(jointly referred to as the Party/Parties)**

**is entered into with regard to (development of) the ESA Business Incubation Centre Denmark  
(hereinafter Centre) .**

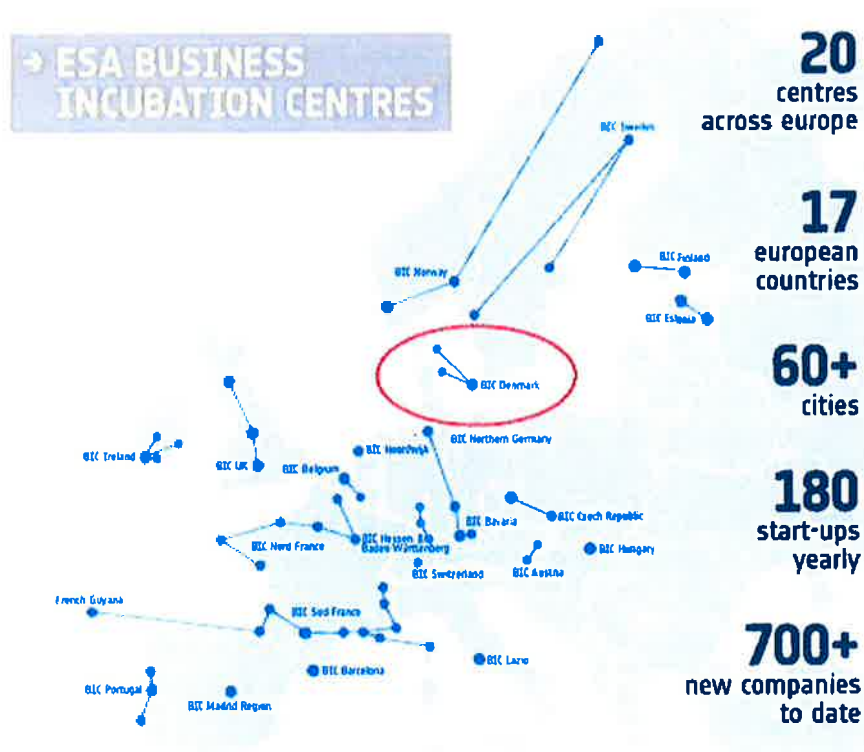
## 1. Background

In collaboration with the European Space Agency (ESA), the Ministry of Higher Education and Science and the universities in Aalborg (AAU) and Aarhus (AU), the Technical University of Denmark (DTU) will establish a European Space Agency Business Incubation Center (ESA BIC) in Denmark in 2020.

The Danish ESA BIC will work with high-tech entrepreneurs to turn "space-connected" business ideas into commercial start-up companies. The aim is to create at least 40 viable start-up companies over a 5 year period from 2020 to 2024.

ESA BIC DK is a national consortium with regional business incubation hubs building on existing ecosystems comprising knowledge institutions, industry and government agencies.

ESA BIC DK incubation hubs are located at DTU, AAU and AU respectively and ESA BIC management is placed at DTU.



The international network of 20 ESA BICs in 60 cities and 17 European are today making up the largest ecosystem in the world for space-related entrepreneurship. It has fostered over 700 start-ups throughout Europe with approximately 180 new companies joining each year.

Besides catering to the needs of competitive high-tech start-ups, ESA BIC Denmark will also provide attractive value propositions which can contribute to innovation and business development through promotion, access to new technology, knowledge, network and talent for partnering companies and organizations.

## **2. Purpose**

The objective of this Agreement is to create a platform for collaboration between the Parties and to set the terms for the partnership between Organization and ESA BIC DK.

## **3. Partner Benefits**

As a Tier 3 Partner the Organization will be granted various benefits as they appear in Appendix I to this agreement.

## **4. Commitments and tasks**

The commitments of the Organization for the Tier 3 partnership package are described in Appendix II to this agreement.

## **5. Confidentiality**

"Confidential Information" includes but is not limited to all types of scientific, technical, operational or commercial information, data or experience exchanged between the Parties regarding the Centre and this Agreement whether oral or written (hereinafter Confidential Information), made available by one Party (hereinafter Disclosing Party) to the other Party or its employees (hereinafter Receiving Party) after the date of the Agreement. Confidential Information must be clearly marked 'confidential'.

The Parties acknowledge that the Confidential Information is the sole and exclusive property of the Disclosing Party and that the Receiving Party shall have no rights, title or interest in the Confidential Information.

The Parties are obligated to keep all Confidential Information received in strict confidence and shall not disclose or reveal it except as permitted under this Agreement in order to prevent its unauthorised dissemination or use. The Parties acknowledge that each of its employees shall be obligated by this Agreement to protect any Confidential Information of other Parties. No Receiving Party shall disclose any Confidential Information to third parties, including representatives, agent or consultants, except with the express written consent of the Disclosing Party

The confidentiality obligation does not include Confidential Information which

- at the time of receipt of the information has been published or in some other legal way made available to the general public;
- after receipt has been published or in some other legal way been made available to the general public without this owing to the recipient's disregard of the confidentiality obligation;
- already at the time of receipt was lawfully in the possession of the receiving Party without being subject to confidentiality restrictions;
- has been received by a third party who appeared to be lawfully entitled to pass on the information;
- subsequently has been developed separate from the scope of the Agreement by the Receiving Party, or
- is or will be comprised by laws or regulations, public law rulings, decisions, orders etc., ordering the Receiving Party to pass on information wholly or in part.

The confidentiality obligation under this provision ceases 5 years after receipt of the Confidential Information.

In the event that information comprised by the rules of exception in Section 5, or if the confidentiality period expires, this Agreement does not contain consent to the Receiving Party making use of Confidential Information contrary to other provisions, including intellectual property provisions.

## **6. Breach of Agreement**

In the event that a Party materially breaches its obligations according to the Agreement, the other Party may terminate the Agreement. The breach must be substantial. However, the Agreement may only be terminated if the breaching Party has not remedied such breach within 30 days after receipt of a written demand.

## **7. Liability**

The Parties do not assume any liability for damages in respect of each other and no Party can be made liable for any kind of damage or indirect loss as a result of the cooperation under the Agreement.

This section 7 is not applicable if the loss can be ascribed to a breach of section 5 by any Party.

## 8. Duration

The duration of the first ESA BIC period of operation is 5 years from beginning of Q1 2020 to the end of Q4 2024. This Agreement shall remain in effect until terminated by either Party. DTU can terminate the Agreement giving three months' notice. The Organization can terminate the Agreement giving three months' prior written notice to the end of a Partnership Period.

## 9. Disputes

This Agreement is governed by Danish law. Any dispute arising between the Parties in connection with this Agreement, including its interpretation and use, which cannot be settled amicably by negotiation between the Parties, shall be settled by the ordinary Danish courts.

Signed on 27/11 2019



ESA BIC DK

Signed on 28/11 2019



Erik Krarup, Direktør  
Erhvervshus Midtjylland

## **Appendix I**

### **BENEFITS FOR "the Organization"**

As a tier 3 partner at the Company will be offered the following benefits:

- Prominent promotion as a tier 3 Partner with Organization logo in official ESA BIC DK online and offline communication, including website, presentations, pamphlets, roll-ups, and at events
- New ESA BIC DK startups will be informed of Organization products and services which are relevant for the individual startups
- Insights on new startups at the Danish ESA BIC and among the European network of BICs
- Facilitated access to engagement of university students through project-based collaboration which can provide access to talent and facilitate corporate innovation and business development
- The right to use the ESA BIC Denmark logo in own PR and marketing in accordance with the rules set by ESA

## **Appendix II**

### **Organization commitments and tasks**

The Organization agrees to provide 10 hours of advisory services free of charge per startup to support ESA BIC start-ups over the total five-year project period 2020-2024.

The organization agrees to sponsor ESA BIC DK events and merchandise on a case by case basis.

The support will focus on business coaching and technical support for the startups, utilizing the Organization's considerable expertise to assist startup in the Region of Midtjylland, including following activities:

- Coaching/guidance from the consultants of the Business Hub Central Denmark (Erhvervshus Midtjylland)
- Access to relevant events and offers – some of them requires payment
- Access to the network of partners (ex. municipalities, local and regional business promotion organisations etc.) associated with Business Hub Central Denmark