**APPENDIX 2 – RENTAL/SERVICE AGREEMENT**

**ON TERMS AND CONDITIONS OF OFFICE SPACE RENTAL AGREEMENT AND PARTICIPATION IN ACCELERATION OF ESA BUSINESS INCUBATION CENTRE IN LITHUANIA**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_2023  
Vilnius/Kaunas

The public institution …………………….. (hereinafter referred to as the **VITP/Kaunas STP**) (VšĮ ……………….. in Lithuanian), legal entity registration number ………………, registered office address ………… Street, Postal Code ……….., ………… City, Lithuania (………………………….. in Lithuanian), telephone number +370 ……………, e-mail address […………………](mailto:info@kaunomtp.lt), represented by Director ……………………. acting on the basis of the Statues of the …………………, (hereinafter referred to as the **Park**)

and

......................................................................................................................................................................., (if a participant is a natural person, please indicate his/her name, surname and personal identity number)

......................................................................................................................................................................, (if a participant is a legal entity, please indicate its company name, registration number, address, phone and e-mail)

represented by.................................................................................................................................................

(position, name and surname)

(hereinafter referred to as the **Participant**),

collectively referred to as the Parties and individually referred to as the Party, have agreed to the following by signing this Amnnex (hereinafter referred to as the **Annex**) to the Office space rental Agreement (hereinafter referred to as the **Agreement**):

1. **PURPOSE OF THE AMENDMENT AGREEMENT**
   1. This Annex follows rules and regulations, and terms and conditions on the grounds of which the Parties signed the Agreement.
   2. The Agreement is signed following the Incubation contract under the terms and conditions of ESA Business Incubation Centre.
   3. Office space rental agreement is formulated on a national language (Lithuanian) and outlines rental conditions and terms confirmed by Founders of the **VITP/Kaunas STP.**
   4. This Annex also regulates relationships between the Parties with respect to their rights and duties while implementing the Agreement. Each Party commits itself to effective participation while pursuing the objectives of the Incubation contract and the Agreement.
2. **OBLIGATIONS OF THE PARTIES**
   1. The **VITP/Kaunas STP** undertakes:
      1. To provide the Participant with …. sq.m. of the office space consisting of the rooms No. … .
      2. The Park confirms that the Participant is entitled to the following rental rate discount as confirmed by the founders of the Park:

|  |  |  |  |
| --- | --- | --- | --- |
| Discount from standard rent rate | Up to 1 year from startup registration, % | From1 to 2 years from startup registration, % | From2 to 3 years from startup registration, % |
| KSTP | 60 | 40 | 22 |
| VITP | 50 | 33 | 12 |

The base rental rate at VITP is 4.63 eur/sq.m / Kauno STP …… eur/sq.m excluding VAT and services such as heating, power supply, cleaning, security, etc.

* + 1. The Park obliges to the term of rent that is no less than the term of the Incubation Contract.
    2. The Park ensures 24/7 access to the rented premises and meetings rooms for the Participant.
    3. The Park obliges to present the Participant with the possibility of using a common workspace (shared office space) on a free-of-charge basis during the period of the Incubation Contract, should the need arise.
    4. The Park ensures access to R@D infrastructure and equipment in the Park for the Participant. Such services are deemed to be *de minimis* state aid to the Participant or made on contractual basis depending on availability.
    5. The Park obliges itself to network the Participant with other Park community members to gain access to R@D infrastructure and equipment possessed by other community members. Access and conditions to access such infrastructure and equipment are due to the agreement between the Participant and the Park member.
    6. The Park ensures that members of the consortium of ESA Business incubation Centre in Lithuania will provide the Participant with services stipulated in the Incubation Contract (50 hours of business consulting, 80 hours of technical expertise).
    7. The Park will provide the Participant with possibility to take part in the Innovation Workshop or Evolute 4.0 pre-incubation programmes. Such services are deemed to be *de minimis* state aid to the Participant or free of charge depending on availability.
  1. The Participant undertakes to do the following:
     1. The participant is obliged to follow rental rules stipulated in the Agreement such as work safety, sanitary, fire safety rules, etc.
     2. The participant is obliged to maintain premises in duly condition.
     3. The participant is obliged to follow payment schedule stipulated in the Agreement.
     4. The participant is not allowed to re-rent premises to third parties.
     5. The participant is responsible for the damage made to premises or equipment made by its employees or guests.
     6. In addition, by signing the Agreement and the Annex the Participant is aware that both mentioned documents are enabled by Incubation Contract and may be terminated following termination of Incubation Contract.

1. **CONFIDENTIALITY**
   1. All information related to this Annex and the implementation and fulfilment of this Annex, i.e. the names of the Parties, the personal data and activities of the Parties, any ideas revealed by the Parties and any other information and data pertinent to training materials and interrelationships between the Parties, are deemed confidential and cannot be disclosed, assigned and/or, in any other manner or scope, transferred to third parties without obtaining the consent from the other Party, except as provided for in applicable legal acts or the Agreement.
   2. The Parties ensure the confidentiality of information related to the fulfilment of this Annex and Agreement or transferred to each other and will use this information only for fulfilling the obligations of the Parties, as provided for in this Annex, Agreement and Incubation Contract, and not for some other purpose pertinent to the commercial use of available information and the pursuit of benefit accessible to the Parties themselves or a third party, or not for some other purpose inconsistent with the objectives of this Annex, Agreement and Incubation Contract reached between the Parties.
   3. The Party is not considered to have violated the obligation of confidentiality if the Party has disclosed confidential information to economic entities, national and European Union authorities, shareholders, members of governing bodies, administration, employees who work for the Parties and must know about this information to be able to perform their functions, legal and financial advisers, auditors, and IT service providers that administer IT systems owned by the Parties.
2. **VALIDITY OF THE ANNEX**
   1. This Annex follows the Agreement ant enters into force on the date of its signature and remains valid for entirety of the Incubation contract and Agreement.
   2. The Party is not exempted from responsibility for the non-fulfilment of the Annex if it does not present a justifiable reason.
   3. The Party is released from responsibility for the non-fulfilment of the Agreement if it proves that the Agreement has not been fulfilled as a result of circumstances it was incapable of controlling and reasonably foreseeing during the conclusion of the Agreement and of preventing the occurrence of these circumstances or their consequences (*force majeure* circumstances).
   4. Parties fully understand that the Agreement and the Annex are related to the Incubation Contract at the ESA Business Incubation Centre in Lithuania and follow the results of the Incubation Contract.
3. **OTHER PROVISIONS**
   1. Any disputes, differences and claims arising out of this Agreement and Annex or relating to the violation, duration or termination of this Agreement and Annex will be resolved in good faith by mutual agreement of the Parties. If the Parties fail to settle a dispute, claim or difference within 30 (thirty) calendar days after the beginning of negotiations, this dispute or another difference is resolved pursuant to the procedure established by the laws of the Republic of Lithuania and operational documentation of ESA Business Incubation Centre.

The Annex is drawn up in 2 (two) copies of equal legal force and one copy is given to each of the Parties. Annexes to the Agreement constitute an integral part of the Agreement. Lithuanian copy of Agreement prevails the English and any other translations of the Agreement and English copy of this Annex prevails the Lithuanian and any other translations of this Annex.

* 1. The signatures of the Parties are provided below:

|  |  |
| --- | --- |
| The Park  Signature  Seal/Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name, surname, position and signature) | Participant:  Signature  Seal/Stamp \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name, surname, position and signature) |