



**NONAGON**

PARQUE DE CIÊNCIA E TECNOLOGIA DE SÃO MIGUEL

# STARTUP VIRTUAL

TERMS AND CONDITIONS



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## CONCEPT

The Go-ON Incubator (NONAGON - Science and Technology Park of S. Miguel) aims to facilitate, through a set of support services (directly or through established partnerships), the sustained development of startups business ideas.

It has also the purpose of promoting the interaction between the business environment and educational and research and development institutions, as well as the contact with investors (Venture Capital, Seed Capital and Business Angels, or other forms of funding), in order to benefit from the advantages, synergies and complementarities that result from it.

The NONAGON Association finds relevant to provide the virtual incubation services henceforth referred to as just Virtual STARTUP Virtual, extending its offer to entrepreneurs who, whether being or not physically located/installed in the regional market, virtually, with a reduced costs' structure.

## ARTICLE 1

### Scope

The present Terms and Conditions aim to define all the operating procedures of STARTUP Virtual, from the application, selection and incubation processes, through the identification and characterization of the location of the Incubator's facilities and obligations of both parties.

## ARTICLE 2

### Target Public and Admission Requirements

Candidates to STARTUP Virtual can be self-employed entrepreneurs and legal persons, provided that the beginning of the activity does not exceed 3 years from the date of the expression of interest and that are in the process of sustained development of their business ideas in the following areas:

- a) Research and development or technological innovation;
- b) Scientific and technological considered priorities in the context of Nonagon, such as Information and Communication Technologies, as well as scientific and technological areas considered complementary, namely Aeronautics, Agribusiness, Environment, Electronics, Biotechnology and Health Sciences, Communication and Media, Sea Economy, Energy Efficiency, Creative Industries, and Tourism;
- c) Technology and science based support to the business community;
- d) Human Resources Training in the fields mentioned on item b);
- e) Promotion and diffusion of science, technology and innovation;



- f) Other activities considered to be of direct support, properly justified, to the areas described in the previous paragraphs.

## ARTICLE 3

### Incubation Process

1. STARTUP Virtual takes place within a maximum period of 42 months from the grant date, in three distinct and complementary moments:
  - a) Incubation (18 months) for the technological design of the product and/or service;
  - b) Business development (24 months), aimed at gaining scale and internationalization;
  - c) Candidates who have not formed a company or opened activity as a self-employed entrepreneur can also benefit, free of charge, from support for a period up to 6 months, in the customer's discovery and validation process - pre-incubation.

## ARTICLE 4

### NONAGON's Obligations

1. NONAGON is responsible for providing the STARTUP Virtual beneficiaries the following services:
  - a) General services:
    - i. Use of the Science and Technology Park of S. Miguel address for the purposes of its registered office and postal address;
    - ii. Mail reception;
    - iii. Phone service and message registration and reporting;
    - iv. Use of common areas, such as "take a break" areas;
  - b) Access to physical spaces;
    - i. Use of the Cowork Space, in a hot desking regime, (subject to availability);
    - ii. Access to meeting rooms, subject to availability and by appointment, according to the applicable Terms and Conditions.
  - c) Advanced Services:
    - i. Access to events, seminars, workshops, conferences and short training courses;
    - ii. Access to a specialized mentoring network;
    - iii. Promotion of contact with investors and Park entities;
    - iv. Access to the already implemented networks.
2. Specialized technical services are excluded from support services, namely business plans and economic viability studies formulation necessary to



the preparation and instruction of applications for incentives, market studies and economic advice.

3. Regarding the access to physical spaces, the possibility to permanently benefit from an incubation space is excluded, for any other specific needs than those identified in paragraph b) of this article.
4. NONAGON also commits to preserve and protect all confidential information provided by the entrepreneurs within the scope of the project to be developed.

## ARTICLE 5

### Beneficiary's Obligations

The beneficiary of STARTUP Virtual will perform his/her activity in NONAGON according to the conditions inherent to the characteristics associated with the Science and Technology dynamics, obliging him/herself, namely, to:

- a) Fully comply with the obligations agreed in the contract and from these terms and conditions, including future amendments;
- b) Employ the best efforts to develop the applicant project;
- c) Be available to actively participate in the events organized by the Incubator, namely training events, gatherings with investors and other Park entities and the dissemination of its own incubator;
- d) Pay monthly and promptly the remuneration due to each month;
- e) Provide, by the end of June of each year, the Report and Accounts of the previous financial year;
- f) Provide all the information requested by NONAGON for the exclusive purposes of assessing the progress of the project and aggregate statistical treatment.

## ARTICLE 6

### Application

1. The application is submitted electronically, by filling the appropriate form, which will be made available after sending an expression of interest to [incubadora@nonagon.pt](mailto:incubadora@nonagon.pt), indicating the phase to which it is applying (pre-incubation or incubation).
2. The pre-incubation phase, by its nature, dismisses the submission of application documents, other than the expression of interest.
3. The application for the incubation phase includes:
  - a) Electronic application form properly fulfilled;
  - b) Commercial permanent registered certificate, if the candidate is a legal person;



- c) Beginning of Activity Declaration, if the candidate is a self-employed entrepreneur;
- d) Curricula of the candidate(s) and technical team to be assigned to the project, providing a detailed description of the business activity, of the main accomplished projects and projects in progress and with reference to the amount of time dedicated/allocated by each team member;
- e) Business plan or, in its absence, complete Business Model Canvas;
- f) Criminal record of the members of the corporate bodies of the administration, board or management of the formed company;
- g) Certificate of non-debt to the PT Tax Authority and Social Security.

## ARTICLE 7

### Selection Criteria

1. In the pre-selection phase of applications for the incubation phase, the following assumptions will be verified:
  - a) Compliance with the provisions of the Public Procurement Code;
  - b) Adequacy of the activity to be developed with the key activities stated in article 2;
  - c) Delivery of other application elements, according to article 6.
2. After the pre-selection phase, applications for the incubation phase will be analysed based on several factors, according to Annex I, and evaluated by the analysis committee appointed for this purpose by the Board of Administrators, whose result is expressed on a scale of 0 (zero) to 200 (two hundred).
3. If the applicant does not provide, on the application form for the incubation phase, enough information regarding one or more factors, he will be assessed with the minimum score on this(these) factor(s).





## ARTICLE 8

### Exclusion Criteria

1. In the pre-selection phase to the incubation phase, self-employed entrepreneurs or legal persons will be excluded if they, as applicable:
  - a) Perform productive activities using polluting technologies;
  - b) Are in insolvency proceedings;
  - c) Have been convicted of an offence concerning their professional conduct and honour by a judgment which has the force of res judicata, for participation in the activity of a criminal organization, corruption, fraud or money laundering in the case of individuals, or, in the case of legal persons, the members of its governing bodies of the administration, board or management have been convicted for those crimes and are in effective functions;
  - d) Do not have a regularized situation towards the tax administration and social security in Portugal;
  - e) Do not fit within the areas defined in article 2;
  - f) Have not delivered the documentation required in article 6.
  
2. In the analysis and evaluation phase to the incubation phase, from all the criteria defined in the previous article, applications that do not meet at least one of the following criteria are excluded:
  - a) 1 human resource 100% dedicated/allocated to the project;
  - b) Present a project not considered innovative, in accordance with the OECD [Oslo Manual](#) (4th edition);
  - c) Obtain an application with score below 100 points.

## ARTICLE 9

### Contract Notification & Celebration

- The decision of attributing the right to use STARTUP Virtual services is notified to the applicant within a maximum period of 30 days from the application submission. Then, the candidate will have a period of 10 working days, under penalty of the application expiration, to:
- a) Proceed with the delivery of additional documents and clarifications requested by NONAGON, if applicable;
  - b) Conclude the STARTUP Virtual contract.



## ARTICLE 10

### Remuneration & Payment

1. The STARTUP Virtual services are made available under annual Service Usage contracts, upon payment of 15 euros per month, plus VAT at the legal rate in force, except for the virtual pre-incubation which is free.
2. The amount referred to in the previous number is billed on the first business day of the month to which it relates and must be paid within 8 (eight) days from the invoice receipt, by bank transfer to the account titled by NONAGON, whose IBAN is PT50.0033.0000.45419423270.05.
3. Failure to pay monthly remuneration within the period established in the preceding paragraph gives NONAGON the right to charge interest due to late payment, which shall be debited.

## ARTICLE 11

### Contract Resolution & Termination

1. All obligations and usufruct of the services provided by NONAGON will be considered automatically terminated when one or more of the following conditions are verified:
  - a) Non-compliance with these Terms and Conditions;
  - b) Failure to pay, as per article 10;
  - c) Repeated and unjustified absence from events organized by the incubator;
  - d) Evidence of absence or limited effort in the development of the candidate project;
  - e) By initiative of the contracting party, properly justified.
2. For the purposes of paragraph 1, NONAGON shall communicate by registered letter with acknowledgment of receipt or by any other means deemed appropriate, the termination of contracts and services provided, taking effect from the date of signature of such notice or communication.

## ARTICLE 12

### Publicity

For advertising purposes, promotion and dissemination of activities related to the STARTUP Virtual, NONAGON can use the brand or company name of the client, abdicating the last of any compensation for its use.

## ARTICLE 13

### Location

For the purposes of using the registered office, the following is considered: São Miguel Science and Technology Park, Rua da Tecnologia K - Épsilon, nº2, 9560-421 parish of Rosário, municipality of Lagoa, island of São Miguel, Azores.



## ARTICLE 14

### Final Dispositions

1. NONAGON shall not be responsible under any circumstances for the activity carried out by the contractors and users of the STARTUP Virtual services, and it is only responsible for ensuring that the conditions set out in this regulation are assured for the development of its activities.
2. NONAGON shall not be liable in civil or legal cases, in any case, for non-compliance with the fiscal, labour, social security, social and commercial obligations, which are the responsibility of the contractors and users of the STARTUP Virtual services vis-à-vis their suppliers, employees and any third parties.
3. The activities performed by contractors and users of STARTUP Virtual services, must be under the law and develop within the law.
4. The cases omitted in these Terms and Conditions and doubts in their interpretation should be directed to the administration of NONAGON.
5. This regulation is subject to periodic reviews.





## ANNEX I

### SELECTION CRITERIA

#### K1 - INTERVIEW (on-site or digitally)

##### K1.A MOTIVATION, DETERMINATION E PERSISTENCE

<i>(It aims to assess how the challenges and tasks in which the candidate believes relate to his/her self-motivation on the project and the way the candidate proposes to achieve the goals defined in the project.)</i>	Very satisfactory	5 points
	Satisfactory	3 points
	Unsatisfactory	0 points

##### K1.B RISK MANAGEMENT

<i>(It aims to assess how the candidate positions himself in relation to the projects risks he identifies with the project.)</i>	Very satisfactory	5 points
	Satisfactory	3 points
	Unsatisfactory	0 points

##### K1.C SELF-CONFIDENCE

<i>(It aims to assess the reasons that underlie the candidate's self-confidence and that make him believe that his values and skills will guarantee the success of his project.)</i>	Very satisfactory	5 points
	Satisfactory	3 points
	Unsatisfactory	0 points

##### K1.D OPTIMISM

<i>(Aims to assess how the candidate believes in the possibilities of developing the project and solving the problems inherent to it, in a realistic way.)</i>	Very Satisfactory	5 points
	Satisfactory	3 points
	Unsatisfactory	0 points

#### K 2 -APPLYING PROJECT

##### K2.A DEGREE OF COMPETENCE OF THE PROJECT TEAM

More than 50% of the project team has adequate and complementary skills, namely specializations, postgraduate training and Level 7 and 8 (EQF) specializations in the academic areas necessary for the development of the project and / or over 5 years of experience in the area	20 points
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More than 50% of the team has enough skills, namely level 6 (EQF) or equivalent in the academic areas necessary for the development of the project and / or between 1 to 5 years of experience in the area	10 points
The project team does not have the formal skills necessary for business development, but has up to 1 year of experience in the area	5 points
The project team lacks the formal skills or experience necessary for business development	0 points
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<b>K2.B DEDICATION TO THE PROJECT</b>	
The entire team allocated to the project at 100%	20 points
Most of the team allocated to the project at 100%	10 points
½ of the team allocated to the project at 100%	5 points
No team member allocated to the project at 100%	0 points
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<b>K2.C DEGREE OF INNOVATION OF THE PROJECT</b>	
The proposed business opportunity is completely innovative	20 points
The proposed business opportunity represents a significant improvement in: product/process or marketing/organizational practice	10 points
The proposed business opportunity is not innovative	0 points
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<b>K2.D DIMENSION AND GROWTH</b>	
There is a market to sustain the project's growth, with few or no competitors	20 points
There is a market to sustain the growth of the project, with small and fragmented competitors	10 points
There is a market to sustain the project's growth, with major competitors dominating the market	5 points
There is no market to sustain growth	0 points
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<b>K2.E MARKET AND TARGET CLIENT SEGMENTATION</b>	
Well-defined and target customer identified	20 points
Well-defined and insufficient target customer identification	10 points
Insufficiently defined and well-defined target customer	5 points
Insufficiently defined segmentation and target customer	0 points



<b>K2.F</b>	<b>COMPETITIVE ADVANTAGE OF THE PROJECT</b>	
	The business opportunity has no competitors in meeting a current need	20 points
	The business opportunity satisfies a current need better than the competition	10 points
	The business opportunity satisfies similarly to the competition a current need	5 points
	The business opportunity satisfies less than the competition a current need	0 points
<b>K2.G</b>	<b>ADVANTAGES AND THREATS</b>	
	Current competition and future threats are properly diagnosed	20 points
	Current competition is insufficiently identified, but future threats are properly diagnosed	10 points
	Current competition is properly identified, but future threats are insufficiently diagnosed	5 points
	Current competition and future threats are insufficiently diagnosed	0 points
<b>K2.H</b>	<b>FUNDING</b>	
	The project gathered 100% of the funding necessary for its start-up and the development of the proof of concept	20 points
	The project gathered most of the funding necessary for its launch and the development of the proof of concept	10 points
	The project gathered some necessary funding for its start-up and the development of the proof of concept	5 points
	The project did not gather the necessary funding for its start-up and the development of the proof of concept	0 points
<b>K2.I</b>	<b>PROJECT'S VAIBILITY</b>	
	The business idea is viable and presents few barriers and challenges to face	20 points
	The business idea is viable, but it presents many barriers and challenges to face	10 points
	The business idea is not viable	0 points



## ANNEX II

### PRICE TABLE

(Other services or equipment than those provided in Article 4 - NONAGON's obligations)

#### Rooms and Auditorium Rental

Rooms	Area (m2)	Maximum Capacity <sup>1</sup>	Not Equipped Room			Fully Equipped Room (data-show e projection screen)			% Internal Discount
			Hourly Rate	Half Day Price (4h)	Full Day Price (8h)	Hourly Rate	Half Day Price (4h)	Full Day Price (8h)	
TESARAC Auditorium	490,5	260	-	220,00 €	435,00 €	-	-	-	50%
Explorer	30,69	12	8,50 €	30,00 €	55,00 €	9,00 €	35,00 €	60,00 €	20%
Apollo	30,69	12	8,50 €	30,00 €	55,00 €	9,00 €	35,00 €	60,00 €	20%
Viking	68,18	25 (U)	10,00 €	35,00 €	60,00 €	12,00 €	42,50 €	75,00 €	20%
Lunna	70,12	25 (U)	10,00 €	35,00 €	60,00 €	12,00 €	42,50 €	75,00 €	20%

<sup>1</sup> Maximum capacity varies depending on the room layout.

#### Equipment and Services Rental

Equipments and Services	Prices			Observations	% Internal Discount
	Hourly Rate	Half Day Price	Full Day Price		
Fixed/mobile microphone	2,00 €	8,00 €	16,00 €		25%
Data Show + White Screen + Pointer	2,00 €	8,00 €	12,00 €		25%
Television	2,00 €	8,00 €	16,00 €		25%
Computer	1,00 €	2,50 €	5,00 €	Up to 15 computers.	25%
Videoconference	18,75 €	75,00 €	150,00 €		25%
Simultaneous Translation	Upon Request	Upon Request	Upon Request		25%
Technical Assistance	30,00 €	120,00 €	240,00 €	Only for Nonagon equipment. It increases by 50% outside opening hours and, in 150% on Sunday.	25%



### Other Equipment and Services Rental

Equipments e Services	Prices	Observations
Flipchart	12,00 €	Per pad of paper
A4 Copies – B&W	0,05 €/unit	
A4 Copies - Color	0,20 €/unit	
A3 Copies – B&W	0,10 €/unit	
A3 Copies - Color	0,40 €/unit	
Pulpit	Free	
Flag Bearers	Free	
Late change of provision of spaces	20% increase over the total of costs	
Cleaning of used spaces / Used spaces cleaning	10,00€/hour	7:00 a.m. to 9:00 p.m.
	15,00€/hour	9:00 p.m to 07:00 a.m
	20,00€/hour	7:00 a.m. to 9:00 p.m. on sundays and holiday events
	30,00€/hour	9:00 p.m to 07:00 a.m on sundays and holiday events
Building Reception, Surveillance and Security	16,07€/hour	6:00 a.m. to 9:00 p.m.
	20,11€/hour	9:00 p.m. to 6:00 a.m.
	32,24€/hour	6:00 a.m. to 9:00 p.m. at holiday events
	36,23€/hour	9:00 p.m. to 06:00 a.m. at holiday events

*Note: VAT must be added to all indicated values at the legal rate in force.*