

## SOFTLANDING

TERMS AND CONDITIONS





#### **FRAMEWORK**

Presently, companies that create new products are encouraged to think outside the home market and determine ways to operate globally.

Considering that entering an international market can be a challenge for start-ups and/or SME's, Nonagon, within its scope, has created a soft-landing program to support the establishment in the Azores of visiting companies, entrepreneurs or potential entrepreneurs and to facilitate the connection between the aforementioned and the business and innovation ecosystem of the Azores

NONAGON or its key stakeholders, can provide support in several important areas of international expansion, such as legal advice, access to finance, research and development, among others.

## ARTICLE 1 Scope

The purpose of these Terms and Conditions is to define the rules for the access and use of the soft-landing services, and the application procedure.

### ARTICLE 2 Purpose

- The main purpose of soft-landing is to support visiting entrepreneurs, new companies and professionals in the process of developing and consolidating their projects and activities, providing access to services, work space and integrated solutions that facilitate their implementation and growth in the regional and national markets.
- 2. In addition, the soft-landing users also have access to privileged partner entities, thus facilitating their rapid acculturation to the Autonomous Region of Azores Business Context.

### ARTICLE 3 Included Services

- 1. The soft-landing program provides the following services:
  - b) Unlimited landline phone use to Portuguese landline numbers;
  - c) Unlimited use of Internet (wi-fi);
  - d) Access to micro-wave, fridge and electric kettle and other commodities for small meals at the shared "take a break" spaces;
  - e) Access to vending machines;
  - f) Electric Power, AC and toilets;
  - g) Maintenance and cleaning of common spaces;
  - h) Outdoor parking;



- i) Shared Desk;
- j) Locker;
- k) Reception and Administrative Support;
- l) Shared Multifunction Printer;
  - i. B&W Copies (A4) 0,05€/unit;
  - ii.Color Copies (A4) 0,20€/unit;
- m) Fully equipped Meeting Rooms (if vacant and subject to booking)
- n) Access to workshops and networking initiatives;
- o) Signposting of the competent authorities regarding the establishment and development of soft-landing beneficiary business activity.
- 2. The use of the soft-landing services is exempted of contract, being the space assigned after the written and signed acceptance of these Terms and Conditions and the General Regulations of the Park.
- 3. The assigned soft-landing workspace, at NONAGON's Cowork Space cannot host more than 2 Human Resources at once.

### ARTICLE 4 Applicants

Applicants can be visiting liberal professionals or companies, already in activity or in the launch phase that wish to establish in the Azores.

## ARTICLE 5 Application and Selection

- 1. The application procedure starts by filling out the form available at <a href="https://nonagon.pt/softlanding/">https://nonagon.pt/softlanding/</a>.
- 2. The complete application is then subject to review by the Analysis Committee, which then propose to the Board of the Administration Nonagon whether to admit it or not.
- 3. The commission referred to in paragraph 2 reserves the right to request additional data.
- 4. The application will only be considered if the proposed activity is covered by the following areas:
  - a) Research and development or technological innovation;
  - Scientific and technological areas considered to be priorities in the context of Nonagon, such as Information and Communication Technologies, as well as scientific and technological areas considered



complementary, namely Aeronautics, Agroindustry, 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 dissemination of science, technology and innovation.
- 5. Other causes for non-admission are:
  - a) Workspace depletion;
  - b) The exercise of activities that may condition the normal operation of open space (eg. noisy activities).
- 6. The Analysis Committee proposes the allocation of the space to the Board of Administration, who must resolve, within a maximum period of 30 days from the receipt of the application.
- 7. The assignment of the soft-landing space will be notified to the candidate, who has a maximum period of 10 working days, under penalty of expiration of the application, to:
  - a) Proceed, if necessary, with the delivery of the documents requested by NONAGON;
  - b) Proceed with the conclusion of the acceptance term referred to in paragraph 2 of article 3 of this Terms and Conditions.
- 8. Both the Analysis Committee and the Board of Directors of the NONAGON Association guarantee the safeguarding and confidentiality of the data submitted.

ARTICLE 6
Duration,
Compensation
and Security
Deposit

- 1. The soft-landing services can be used continuously up to 3 months.
- 2. The use of the spaces and services associated with soft-landing is free, exception made for the mentioned in article 3, paragraph 1.
- 3. A security deposit of € 25 must be provided, prior to the occupation of the soft-landing space, which will be returned at the end of the period, upon confirmation of no damage to the equipment provided. The deposit must be made by bank transfer to the account IBAN PT50.0033.0000.45419423270.05 (Associação NONAGON).



# ARTICLE 7 Working Hours and Use of Shared Equipment

- 1. The soft-landing office hours correspond to the period between 9:00 a.m. and 8:00 p.m., on working days, nonetheless working hours of NONAGON may apply to visitors and clients. The administration reserves the right to change the timetable.
- 2. The use of the assigned space and services is reserved for the beneficiaries of soft-landing program and their clients and / or guests, under the present Terms and Conditions.
- 3. All shared equipment and space must be kept clean and in good conditions. The meeting and training rooms at NONAGON area subject to availability and advance booking.
- 4. All users must use efficiently shared equipment, electricity, water, and the communication infrastructure according to The Policy for Responsible Use of NONAGON Communications and Network Systems.
- 5. All users must make efficient use of common-use equipment, light and water, as well as communications, as provided in the NONAGON's Communications and Network Systems Responsible Use Policy.

### ARTICLE 8 Publicity

For advertising purposes, promotion and dissemination of activities related to the COWORK Space, the Administration of NONAGON can use the brand or company name of the soft-landing beneficiary, abdicating the last of any compensation for its use.

# ARTICLE 9 Cowork Space Keys

- 1. The beneficiary will receive a RFID (Radio-Frequency Identification) access key granting access to general space and a key to its drawer unit, being its sole responsibility the protection and maintenance of those, including the production of copies, their distribution and any fact associated with them, albeit by mere negligence.
- 2. In the event of loss or negligent use causing irreversible damage, the replacing cost will be charged to the beneficiary.

# ARTICLE 10 Contractual Resolution

- 1. All obligations and usufruct of the services provided by the NONAGON will be considered automatically terminated when one or more of the following situations are verified:
  - a) Non-compliance with these Terms and Conditions;



- b) By initiative of the beneficiary of soft-landing;
- c) Undue behaviour in the use of shared equipment;
- d) The non-use of the assigned for a period superior to 8 consecutive or interpolated working days, without justification.
- 2. For the purposes of paragraph 1, the Administration of NONAGON shall communicate to the soft-landing beneficiary by letter or other means deemed convenient, the termination of the services provided, taking effect from the date of signature of such notice or communication, notifying also to obligation to return the related keys (RFID and drawer unit).
- 3. If the keys referred to in the previous number are not returned, NONAGON will take the necessary steps to replace them, and the soft-landing beneficiary will be responsible for all expenses related to the replacement.

### **ARTICLE 11**Final Dispositions

- 1. The Administration of NONAGON shall not be responsible under any circumstances for the activity carried out by the soft-landing beneficiaries, and it is only responsible for ensuring that the conditions set out in this regulation are assured for the development of its activities.
- 2. The Administration of 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 soft-landing beneficiaries vis-à-vis their suppliers, employees and any third parties.
- 3. Due to the nature of the space where soft-landing takes place, no improvements or adaptation works are allowed.
- 4. It is the sole responsibility of the soft-landing beneficiaries to safeguard the security of the movable property used in their activity at NONAGON.
- 5. The cases omitted in these Terms and Conditions and doubts in their interpretation should be directed to the Administration of NONAGON.



### **ANNEX I**

### LOCATION OF THE SOFT-LANDING SPACE

