

## **Terms and Conditions**

### **accent Inkubator GmbH**

#### **(accent)**

By submitting a contact request, interested parties agree to the following conditions for contact by accent, application and possible admission to the accent incubation programs (each, a **program**).

#### **1. Description**

- 1.1. With its programs, accent supports projects that combine pioneering technologies with the state of the art of science and technology. accent's goal is to create a basis for highly innovative start-ups in Lower Austria and to provide the best possible support, depending on the program content, through financial support, intensive coaching and selected impulse sessions.
- 1.2. accent is the Tough Tech Incubator of the state of Lower Austria and part of the incubator network AplusB (Academia plus Business Scale up Founder Program).

#### **2. Requirements for Participation**

- 2.1. Inclusion in accent's programs requires an application and disclosure of the business idea and the technology underlying it.
- 2.2. The business idea needs to be innovative, commercially exploitable and address a specific customer need.
- 2.3. The seat of the company running the project needs to be located in Lower Austria. This aspect does not apply to applicants to the ESA Phi-Lab Austria, for details see the contract downloadable.

#### **3. Process Flow**

- 3.1. The application and admission process starts with the submission of the application form ([https://www.accent.at/wp-content/uploads/2019/03/accent\\_bewerbungsformular.pdf](https://www.accent.at/wp-content/uploads/2019/03/accent_bewerbungsformular.pdf)) containing the following:
  - (i) Fully completed application form;
  - (ii) Identification of all team members (if the application for a business idea is submitted by several people);
  - (iii) Description of the business idea.
- 3.2. accent requests that applicants provide as accurate and precise information as possible during the application and admission process, as incorrect or incomplete information may lead to exclusion.
- 3.3. The project manager responsible at accent invites the applicants to an initial interview if the start-up project appears promising. The potential of the start-up idea and the next steps for applying for admission to a program are discussed in the initial interview. The project manager advises the applicants until the presentation to the advisory board.
- 3.4. The pre-selected applicants present their start-up projects to the advisory board, which recommends which outstanding projects will be included in a program and, depending on the program, will be supported through coaching, financial support and selected impulse sessions for the duration specified therein.
- 3.5. Any personnel changes in the project's founder team must be reported to accent immediately using a supplementary application form and may result in re-evaluating the project.

- 3.6. accent project managers and other employees are authorized to connect founders with each other, both in the incubation program and in the application phase, and especially with potential external cooperation partners, for example by email, in order to encourage exchange of information and opportunities for collaboration for mutual benefit. Applicants expressly agree to this.

#### **4. Plagiarism, Intellectual Property and Publication Rights**

- 4.1. Applicants confirm that the business idea submitted does not infringe the rights of third parties and that applicants have the necessary rights of use and do not violate confidentiality obligations. Any type of plagiarism (this also includes rights related to research projects) during the application process or after the start-up project has been included in a program will lead to immediate exclusion, regardless of possible civil and/or (administrative) criminal consequences. Should a third party assert a claim in connection with the applicant's project against accent or one of accent's cooperation partners, applicants will indemnify and hold accent and the respective accent cooperation partner harmless.
- 4.2. Even after being accepted into a program, applicants retain all intellectual and commercial rights in connection with the start-up project. accent reserves the right to use the general scientific results of the applicants' contributions and to publish them after consultation with the applicants.
- 4.3. All documents submitted (electronic or printed) by the selected applicants remain with accent and any cooperation partners and are not returned to the applicants even after completion. Documents submitted by applicants who are not selected for inclusion in a program are treated confidentially and, if rejected, are archived for the duration of the legal and contractual reporting obligations.
- 4.4. accent and respective cooperation partners may publicly mention the start-up projects as references for marketing purposes, e.g., on the website or in promotion material.

#### **5. Disclaimer**

- 5.1. accent and its cooperation partners assume no liability for any infringement of third-party rights by applicants (see also point 4.1.).
- 5.2. Applicants have no legal right to have their application documents examined, their business idea presented to the project advisory board, or to be included in a program. The advisory board decides freely on its recommendations regarding inclusion in a program without giving reasons.
- 5.3. accent assumes no liability whatsoever for the accuracy and completeness of the data transmitted by or to the applicants.

#### **6. Data protection declaration according to Art 13 of the General Data Protection Regulation (DSGVO)**

- 6.1. Responsible for data processing in the sense of the GDPR is:

accent Inkubator GmbH  
Viktor Kaplan Straße 2  
2700 Wiener Neustadt  
Tel.: +43676883261313  
E-Mail: office@accent.at

Contact Person:  
Mag. Michael Moll  
E-Mail: michael.moll@accent.at

- 6.2. accent processes the personal data of applicants (data) that they transmit when making contact and applying. In addition, accent processes data that accent - depending on the legal basis of the measure -

lawfully receives from third parties (e.g. Federal Ministry of Climate Action, Environment, Energy, Mobility, Innovation and Technology), debtor registers (e.g. KSV 1870) and from publicly accessible sources (e.g. company register, association register, land register, media).

6.3. The data includes personal details (name, address, contact details, date of birth, nationality, etc.) and identification data (ID details). In addition, this may also include information about the financial status of the applicants (e.g. creditworthiness data, scoring or rating data), advertising and sales data, documentation data (e.g. consultation records), information from electronic communication with accent, as well as data for the fulfilment of legal and regulatory requirements and other regulations.

6.4. The data will be processed for the following purposes:

(i) To fulfil contractual obligations (Art 6 Abs 1 lit b DSGVO)

The data is processed for the purpose of handling the application and admission process and the possible processing of the funding contract. The purposes of the data processing are primarily based on the specific measures used and serve to offer services. The data is processed, among other things, for the administration of applicants, participants in the program and employees.

(ii) To fulfil legal obligations (Art 6 Abs 1 lit c DSGVO)

The processing of data may be necessary for the purpose of fulfilling various statutory, contractual, regulatory and other legal requirements to which accent is subject as an incubator of the state of Lower Austria or as part of the AplusB incubator network. This includes, for example, the avoidance of unwanted or impermissible multiple care in accordance with the regulations of the AplusB incubator network.

(iii) Within the scope of consent (Art 6 Abs 1 lit a DSGVO)

The processing of data based on consent is only carried out for the purposes specified in the consent declaration and to the extent agreed therein. Consent granted can be revoked at any time with effect for the future (point 6.13 (vi)).

6.5. The data can be processed in order to fulfil the statutory, contractual, regulatory and other legal obligations as well as legitimate interests within accent by those departments or employees who need them. In addition, contract processors commissioned by us (in particular IT service providers) will receive the data if they need the data to fulfil their respective services. All contract processors are contractually obliged to treat their data confidentially and to process it only within the scope of the service provision. If there is a statutory, contractual, regulatory or other legal obligation, the data can be forwarded and disclosed to public bodies and institutions (e.g. Austria Wirtschaftsservice GmbH, the State of Lower Austria, the Austrian Research Promotion Agency, bodies and representatives of the Court of Auditors, the Federal Ministry for Transport, Innovation and Technology), as well as shareholders of accent and the project advisory board for the processing of the application and admission process.

6.6. The processing and storage of data also includes the transfer of data to third parties (e.g. legal representatives, tax consultants and auditors) and their use to the extent that this is necessary for the processing of the application and admission process and the establishment and implementation of the consulting relationship.

6.7. accent processes and stores data for the duration of the entire business relationship (from the initiation and processing of the application to any termination of a funding agreement). In addition, the data is stored and processed for the duration of the statutory, contractual, regulatory and other legal retention and documentation obligations.

6.8. If the purpose of storage no longer applies or if a storage period specified by the European or national

legislator in Union regulations, laws or other provisions expires, the data will be blocked or deleted routinely and in accordance with statutory, contractual, regulatory and other legal provisions.

- 6.9. Applicants acknowledge that accent may be required by law, contract, regulatory or other legal provisions to use or share photos and videos when publishing contributions and for archiving projects that have already been completed (including making archived contributions publicly available).
- 6.10. Applicants agree that accent may use applicants' data, in particular photos and videos, for advertising and marketing purposes.
- 6.11. If electronic data is transmitted, applicants declare that the material sent to accent or stored in the systems does not contain any viruses, malware or spyware or similar electronic programs that could damage a third-party system or violate data protection laws. Applicants agree to indemnify and hold accent harmless for any damage caused by sending or uploading such software, regardless of whether this sending or uploading was done knowingly or unknowingly.
- 6.12. Applicants acknowledge that by transmitting data (e.g. by email) (unauthorized) third parties may gain access to and alter the data. Applicants are aware that this could lead, among other things, to the disclosure of information relevant to the project.
- 6.13. Applicants have the following rights with regard to the protection of their data, subject to the statutory, contractual, regulatory or other legal obligations to be complied with by accent in individual cases:
  - (i) Right to information about the storage and processing of data
  - (ii) Right to rectification or completion of incorrect or incomplete data
  - (iii) Right to restriction of processing
  - (iv) Right to erasure
  - (v) Right to data portability of stored and processed data
  - (vi) Right to withdraw consent to data processing
  - (vii) Right to lodge a complaint with the data protection authority
- 6.14. Applicants are aware that accent must reject the application and the conclusion of a funding agreement or can no longer perform an existing contract and must therefore terminate it if the required data are not provided or if granted approvals are revoked.

## **7. Miscellaneous**

- 7.1. Austrian law applies, excluding the conflict of law provisions of private international law.
- 7.2. These terms and conditions are subject to change. accent may amend these terms and conditions from time to time, so applicants should regularly check the latest version.
- 7.3. This document has been translated from the German original as a service. Please refer to the German original for a solid understanding of these conditions and their interpretation. In case that interpretations may potentially deviate it is the German original that constitutes the legal basis.