**CONTRACT FOR PARTICIPATION IN THE ENVIBOOSTER ACCELERATION PROGRAMME**

# (hereinafter referred to as the "Contract") concluded between

**Provider:**

Title: **Moravskoslezské inovační centrum Ostrava, a.s.** Headquarters: Technologická 375/3, Pustkovec, 708 00 Ostrava ID: 25379631

Registered in: Commercial Register maintained by the Regional Court in Ostrava,

Section B, Insert 1686

Represented by: Mgr. Adéla Hradilová, Chairman of the Board of Directors

Contact person: xxxxx

E-mail: xxxxx

Tel..: xxxxx

(hereinafter referred to as "**Provider**" on the one hand)

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**Recipient:**

Title: **Folkæt**

Headquarters: Nordfeldvej 20, København-Brønshøj-Husum, 2700, Dánsko ID: DK45102866

Represented by: xxxxx

Contact person: xxxxx

Tel..: xxxxx

E-mail: xxxxx

(hereinafter referred to as "**Recipient**" on the other hand)

# Subject of the contract

* 1. The implementation of this contract is carried out within the framework of IP LIFE for Coal Mining Landscape Adaptation (acrynom LIFE-IP COALA), No.LIFE20 IPC/CZ/000004, which is co-ﬁnanced by the EU through the LIFE Programme.
	2. The purpose of this Contract is to regulate the terms and conditions of the Recipient's participation in the Envi Booster acceleration program provided by the Provider. The Recipient is a person with an idea or a Start-up established in the period 2016-2024 that develops technologies, products and services that contribute to the protection and restoration of a clean environment (clean-tech, green-tech, envi-tech, circular economy).
	3. On the basis of this Contract, the Provider shall provide the Recipient with acceleration services in the form of workshops, expert and networking activities (hereinafter referred to as "**Services**" or "**Acceleration Program**"). The Recipient shall pay the Provider for the Services as agreed below, and may be granted de minimis public aid if the Recipient meets the conditions for entitlement to such aid, in the amount and under the conditions set out in this Contract. The Recipient hereby agrees that, in the event of de minimis aid being granted, its receipt will be entered in the relevant register keeping records of Recipients of such aid, in accordance with applicable law. The Recipient further conﬁrms that he/she is aware of the consequences of any overrun of the limits of this aid.
	4. The Recipient /entity **hereby expressly declares** that falls within the category of small and medium-sized enterprises as deﬁned in Commission Recommendation 2003/361/EC published in Oﬃcial Journal of the European Union L 124 of 20 May 2003. In this context, the Recipient states that it has not based its assessment of the relevant criteria solely on the number of its employees and its assets, but has also carefully considered its links with other undertakings. In this context, the Parties agree that **the Recipient shall bear all liability arising from the falsity or incorrectness of this declaration** and also undertakes to indemnify the Provider against any obligations and performance which may be required of it by any third party, precisely because of the Recipient's failure to meet the deﬁnition of an SME, or to compensate the Provider for any damage which may be caused to the Provider as a result of the above.

# Acceleration services

* 1. The Parties agree that the Provider's Services under this Contract shall consist primarily of the following:
* Ensuring the Recipient's participation in an eleven (11) week acceleration program, during which the following activities will be provided to the Recipient:
	+ 30 hours of workshop activities (joint workshops for all participants),
	+ 16.5 hours spent individually with an expert, the so-called Start-up Guide,
	+ 1 hour of individual diagnostics
	+ 3 x 30 minutes of individual expert services of the programme partners
	+ Participation in milestone events

# Programme objective:

The goal of the accelerator program is to pilot test the proposed design of an accelerator program for start-ups to pilot test their technologies, products and services. Start-ups are expected to participate in online workshops and in-person networking events. The programme will involve designing the modules, creating a database of ENVI start-up guides and mentors to meet with regularly and implementing networking events including connecting to investors. 80% participation is expected in the online workshops and 100% in the milestone events. In particular, attendance is expected at the ﬁnal kick-oﬀ meeting where the achieved output will be presented to stakeholders and investors. Subsequently, representatives from the EnviBooster accelerator programme will be available to share feedback on the accelerator programme.

* 1. In the ﬁrst week of the acceleration programme, the Provider will identify a suitable

Start-up Guide who will accompany the Recipient throughout the acceleration

programme. The remuneration of the Start-up Guide will be dealt with in a separate contract concluded between the Provider and the Start-up Guide.

* 1. The completion of the provision of acceleration services will be conﬁrmed by the signing of a conﬁrmation of the provision of consultancy services and a ﬁnal report,

i.e. the document "**Evaluation of the provided acceleration services in the EnviBooster programme"** (hereinafter referred to as **"Evaluation"**) by both parties to the contract and the respective Start-up Guide. The Evaluation will recapitulate all workshop activities provided to the Recipient by the Provider as well as the conclusions and recommendations of the Start-up Guide

* 1. The Parties agree that the Recipient shall be obliged to sign the Evaluation referred to in Article 2.3 of this Contract upon the Provider's request, no later than 7 calendar days from the date of the Provider's request, which the Provider is also entitled to do to the Recipient's e-mail address speciﬁed in the header of this Contract.
	2. In connection with Article 2.3 and Article 2.4 of this Contract, the Parties agree that in the event the Recipient refuses to cooperate in the performance of any of the obligations set forth in Article 2.3 or Article 2.3.4 of this Contract or if it breaches any of the obligations set out in these clauses, i.e. in particular the obligation to attend the ﬁnal meeting, to sign the Evaluation or to provide any other cooperation, it acknowledges and agrees that if, as a result of the foregoing, the conditions for de minimis support are not met, it shall be obliged to pay the Total Value of Services in full directly to the Provider, in which case the Provider's remuneration shall not be covered by de minimis support. Therefore, in this case, the Recipient will be obliged to pay the Total Value of Services directly to the Provider within 7 calendar days of the date of the Provider's request for payment. At the same time, the Provider shall be entitled to a contractual penalty of CZK 10,000.00 (in words: ten thousand Czech crowns), without prejudice to the right to compensation for damages.

# Conditions of the Recipient's participation in the Acceleration Programme

* 1. The Recipient agrees to participate in the acceleration program provided by the Provider. The Recipient further agrees to participate in all key events deﬁned below as "**milestone events**" and at least eight online workshops that are part of the accelerator programme deﬁned below as "**important workshops**".

# Key events

* **20.3.2025 - Kickoﬀ session**
* **6.5.2025 - Mid Event**
* **3.6. 2025 - Final**

**Important workshops:**

* Lean Start-up & Lean Canvas Workshop
* Financial Business Plan
* Service Design Process
* Validation of a product
* Marketing Readiness Level linked with the upcoming legislation
* Finding your market opportunity
* Sell anything
* Financial Business Plan - follow-up
* How to make the perfect pitch-deck
* Pitching Feedback
	1. The Recipient further undertakes to make every eﬀort to achieve the goals set during the kick-oﬀ meetings with the programme organisers and their start-up guides. The Recipient acknowledges that these goals are crucial for successful participation in the accelerator programme and that achieving them will contribute to the development of its business.
	2. As part of the acceleration program, the Recipient is obliged to participate in the ﬁnal competition. In the event that the Recipient is successful in the competition and wins one of the prizes, an amendment to this Contract or a new contract will be entered into with the Recipient to increase the de minimis support. The Recipient shall provide all the cooperation requested by the Provider.

# Provider's remuneration and payment terms

* 1. The total value of the services provided to the Recipient by the Provider is **CZK 67 200,-** (in words: sixty seven thousand two hundred Czech crowns) (hereinafter referred to as the "**Total Value of Services**" ).
	2. The Provider undertakes that if the Recipient delivers to the Provider an Declaration for de minimis aid current as of the date of signing of this Contract for participation in the EnviBooster Acceleration Program and if the Recipient meets the other conditions for de minimis support, **the Provider will provide the Recipient with support in the amount of 100%** (the "**Total Support Amount**") of the total value of the Provider's services under Article 4.1 of this Contract that the Recipient would be obliged to pay to the Provider.
	3. The contracting Parties state that **the amount of CZK 26,900 (**in words: twenty-six thousand nine hundred Czech crowns) of the Total Amount of Aid is provided in accordance with Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aid, where the Contracting Parties declare that this amount is composed of the subsidized part of the Aid Provider's remuneration for the provision of consultancy services and the Aid Provider's overheads associated with the provision of the aid. The Recipient therefore requests de minimis support to this extent, accepting that the activities of the Provider will be covered under this support. **Aid in this amount will be entered in the de minimis register.**
	4. For the avoidance of doubt, the Parties declare that **the provision of de minimis aid is not a claim. In order for the aid to be granted, it is necessary, inter alia, to comply with** any conditions required under Commission Regulation (EU) No 2023/2831 of 13 December 2023 or other legislation or binding guidelines. If the aid is not granted, the

Recipient shall be obliged to pay all costs incurred for the provision of the services,

including the Total Value of the services**.**

* 1. For a Recipient who is a natural person who is not an entrepreneur, the provisions above on the granting of de minimis aid are irrelevant.

# Duration of the contract

* 1. This contract is concluded for a **deﬁnite period of time**, from 20.3.2025 to 3.6.2025.
	2. The Provider may terminate this Contract in writing at any time without giving any reason, eﬀective upon delivery of the notice to the other party (i.e. without notice period).
	3. The Contract may also be terminated by Contract of the parties and in other ways provided for by applicable law.
	4. The Recipient undertakes to complete a satisfaction questionnaire, which may be sent to him/her by the Provider, after the end of the acceleration program, no later than 14 calendar days from the date of sending this questionnaire to the Recipient.

# Other rights and obligations of the parties

* 1. The Parties further agree that the Recipient is obliged to provide the Provider with all the necessary cooperation required for the performance of this Contract, in particular, but not exclusively, the Recipient is obliged to attend individual workshops and consultations, and is obliged to respond promptly to the Provider's calls and inquiries.
	2. In the event that the Recipient breaches any of its obligations under this Contract, in particular any of the obligations set out in Articles 2 and 3 of this Contract, the Provider shall be entitled to withdraw from this Contract. In such a case, the Recipient shall be obliged to pay the Total Value of the Services in full directly to the Provider, in which case the Provider's remuneration shall not be covered by de minimis aid. Therefore, in this case, the Recipient will be obliged to pay the Total Value of Services directly to the Provider within 7 calendar days of the date of the Provider's request for payment.

# Conﬁdentiality

* 1. The Parties undertake to maintain conﬁdentiality of all facts related to the consultations provided by the Provider under this Contract. In particular, the Recipient undertakes to maintain conﬁdentiality with regard to the content of the Accelerator Program as well as other related facts.
	2. The Parties further agree that the Provider and the Recipient shall maintain the conﬁdentiality of trade secrets and other conﬁdential information of the Recipient or the Provider disclosed or otherwise made available to them under this Contract. However, the Parties agree that the Provider shall be entitled to disclose or otherwise make such information available to cooperating entities or other third parties upon consent of the Recipient or where customary or necessary for the performance of this Contract. The consent of the Recipient may also be given by email or other appropriate means.
	3. The obligation of conﬁdentiality shall continue for the duration of this contract and for a period of 5 years from the termination of this contract.

# Final provisions

* 1. The Contract or the legal relationship arising from it may be amended by agreement of the parties only in writing.
	2. Personal data protection: information on the extent to which, for what purpose, on the basis of what authorization (title) and for what period of time the Provider as a personal data controller processes the personal data of the Recipient (his/her representative), and on what rights the representative of the Recipient has, is regulated in the information document entitled Principles of personal data processing, which is available on the Provider's website.
	3. By signing this Contract, the Recipient gives the Provider consent to the taking of video and audio recordings of its employees and other representatives, which the Provider will take during the performance of this Contract at organized events and other similar occasions. The Recipient shall secure appropriate consents to the taking of visual and audio recordings and to publication from all its employees and persons used in the performance of this Agreement.
	4. If it becomes apparent that any provision of this Contract is or has become invalid, ineﬀective or unenforceable contrary to the intent of the parties, or that such invalidity, ineﬀectiveness or unenforceability will inevitably occur (in particular as a result of a change in applicable law), the validity, eﬀectiveness or enforceability of the remaining provisions of this Contract shall not be aﬀected. In such cases, the Parties undertake to cooperate with each other and to take appropriate legal action to replace the invalid, ineﬀective or unenforceable provision with another provision so as to preserve and fulﬁll the purpose of this Contract.
	5. This contract shall be drawn up **in two copies**. Each Party shall receive one copy.

In Ostrava on

17.3.2025

*Provider: Recipient:*

# Moravskoslezské inovační centrum Ostrava a.s. Folkaet

Mgr. Adéla Hradilová, Chairman of the Board xxxxxx

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