**Rules and Regulations for the Recruitment of Entities for the Lease of Office Space
in the Małopolska Information Technology Park**

§1

Definitions

Whenever used in the Rules and Regulations the following are meant to denote:

1. **KPT** – Krakowski Park Technologiczny sp.z o.o. with headquarters at ul. Podole 60, 30-394 Kraków, Poland.

2. **MITP** – Małopolska Information Technology Park (Polish: Małopolski Park Technologii Informacyjnych) – the building at ul. Podole 60, 30-394 Kraków, Poland.

3. **Information technologies** – under these Rules and Regulations the notion covers broadly understood tele-IT (ICT), multimedia, video games, smart solutions and related technologies industries.

4. **Small and medium-sized enterprises** should be construed in accordance with the legal definitions of these terms set out in Annex I to Commission Regulation No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty Text with EEA relevance (*OJ L* 187) and Art. 104÷106 of the Act of 2 July 2004 on freedom of economic activity (i.e. *Journal of Laws* 2010 No. 220, item 1447, with later amendments).

5. **De minimis aid** – aid granted in the form of preferential conditions, which constitutes public aid in the de minimis form as set out in Commission Regulation (EU) No 1407/2013 of 18 December 2013 (*Official Journal EU L* 24.12.2013).

§2

KPT Mission, Vision and Purpose, Scope of the Rules and Regulations

1. The mission of the Kraków Technology Park is to support the development of Małopolska’s modern economy.

2. The task of MITP is to support innovative entrepreneurship by providing office, laboratory and training infrastructure, as well as training and consulting support for innovative companies at all stages of development.

3. The Małopolska Information Technology Park was set up as part of the Innovative Economy Operational Programme, Measure 5.3. “Support for Innovation Centres”.

4. These Rules and Regulations constitute a set of directions binding for customers of the Małopolska Information Technology Park, a facility managed by Krakowski Park Technologiczny spółka z ograniczoną odpowiedzialnością (the Kraków Technology Park).

5. By accepting these Rules and Regulations, MITP customers accept the obligations set out therein and may obtain benefits in the form of reduced rates of rental fees and access to additional services and events.

§3

Options for Cooperating with the KPT within the MITP

1. The following entities can exploit the MITP offer:

* **Natural Persons** – the offer includes support solely for scientists interested in starting a business. A natural person acquires an option to rent a desk and access to the activities of the MITP team and to additional mentoring and consulting. A natural person is not entitled to de minimis aid.
* **Incubated Companies** – the offer includes support for people interested in starting a business and young tech companies (start-ups) from the ICT industry. Such a company obtains benefits in the form of price discounts in the MITP offer (as de minimis aid), an option to rent a small office, access to various activities of the MITP team, and additional mentoring and consulting as part of the incubation programme.
* **Tenant of the Technology Park** – the offer includes support for mature entities conducting research, development, and/or innovation activities in the area of ICT. Such a company has the opportunity to obtain price discounts in the MITP offer (as de minimis aid), and access to some activities of the MITP team.
* **Supporting Company** – the offer is addressed to companies providing services (including accounting, legal, marketing, catering, and other services) to entrepreneurs.
* **Institution of (Higher) Education** – the offer includes the option to use the infrastructure of the MITP building. The offer does not include discounts from the title of de minimis aid, except for entities conducting innovative activity.
* **Strategic Tenant** – includes the offer of office space for companies of international outreach, whose business profile is material from the point of view of the park’s specialisation and the creating an environment conducive for the development and transfer of innovation, and generation of added value for the centre and its tenants. The company has the option to rent space and use the MITP infrastructure.

2. Conditions for using the offer and cooperating within the MITP

a. Natural Persons – intention to start innovative business activity in the field of ICT (only scientists), conducting involvement in scientific, research, and development activities

b. Incubated Companies

i Mandatory criteria

1. The primary area of the company’s activity is ICT.

2. A company must be registered not earlier than 2 years before submitting a complete application form to the MITP. Exceptions to this rule are possible in justified cases.

3. The enterprise is not large in the understanding of EU law.

4. The company’s business objective or project is innovative, and therefore is distinctively novel in process, product, and or marketing.

5. The company is eligible to receive aid in de minimis form.

ii Optional criteria, adding to the score in the process of recruitment

1. The subject of the company’s business, or its project is related to the smart city or video game development specialisation.

2. The company has obtained capital financing (seed funds, venture funds, business angels, stock exchange), or obtained financing from public funds or loan.

3. Documented link to the academia.

c. Tenants of the Technology Park

i Mandatory criteria

1. The primary area of the company’s activity is ICT.

2. The company declares readiness to use MITP infrastructure.

3. Capacity to receive aid in the form of de minimis aid.

ii Optional criteria, adding to the score in the process of recruitment

1. The subject of the company’s business or project is innovative by nature, and therefore is distinctively novel in process, product, and or marketing

2. The company’s business is related to the multimedia industry, smart city specialisation, the games sector, and cloud computing.

3. The company holds patents.

4. Participation in a cooperation network, cluster or another entrepreneur networking initiative. In particular, in the network of connections with companies cooperating with the KPT.

d. Institution of (Higher) Education – the entity declares to conduct innovative activities, also for the purposes of scientific research, development works, and innovative activities.

e. Strategic Tenant

i Mandatory criteria

1. The primary area of the company’s activity is ICT.

2. The company declares readiness to use MITP infrastructure.

3. The company declares readiness to share knowledge and experience with other tenants of the park.

3. Entering cooperation with the MITP is conducted by signing the agreement after successfully passing the recruitment procedure (see the following section). Application forms are received on a continuous basis.

4. Recruitment procedure:

a. Expression of willingness by submitting the application form.

b. Obtaining a positive decision from the KPT in the following procedure:

i check whether the applicant meets the obligatory criteria by KPT employees

ii assessment of the application (including optional criteria) by the KPT expert team

iii interview with a KPT representative – in-depth interview form

iv the KPT’s decision to present the applicant company with a detailed dedicated offer (KPT has the power to adapt the offer, with respect to the availability of premises, etc.)

d. Submission of the complete documentation necessary to sign the agreement.

e. Signing the lease agreement, use of space or commission, depending on the chosen form of cooperation.

f. Signing additional contracts for laboratory and other services.

6. The address, where the form should be submitted, its required form and documents are set out in the application form which, depending on the type of entity, constitutes Annex No. 1, 2 or 3 to these Rules and Regulations.

§4

Lease Agreements for Cofinanced Space (De Minimis Aid)

1. In the case of de minimis aid being used, agreements for renting office space shall be concluded for a definite period not exceeding:

a. 1 year for Incubated Companies

b. 5 years for other companies.

2. The total time for which agreements, being part of cooperation with MITP, are concluded is subject to the following restrictions:

a. Cooperation with the status of an Incubated Company for the maximum of 3 years.

b. The total period of receiving de minimis aid not exceeding 5 years.

3. Incubated Companies, depending on the adopted solution, may sign one of the following types of lease agreements:

a. Business premises lease agreement for an Incubated Company for an independent office.

b. Agreement for the use of office space, should a company decide to apply a tariff plan without an office.

4. A tenant of the Technology Park concludes a lease agreement for business premises with the option to obtain cofinancing for leasing space via de minimis aid. This is the basic mode of cooperation.

5. When extending the lease agreement, the Incubated Company or Tenant of the Technology Park should document the development of the business and indicate the level of adoption of infrastructure and services offered by the MITP.

6. Lease agreements regarding the cofinanced space (de minimis aid) do not cover the second floor in the building of the MITP.

§5

Lease Agreements for Non-Cofinanced Space

1. A lease agreement without cofinancing may be concluded by any entity listed in §3 p.1 of these Rules and Regulations.

2. Lease agreements may be concluded for an indefinite period, however not shorter than 1 year.

3. The KPT reserves the right to rent space on the second floor on a commercial basis only.

§6

Termination of Cooperation with the MITP

The termination of cooperation with the MITP is tantamount to losing the status of an Incubated Company, a Tenant of the Technology Park, a Supporting Company etc. by the virtue of expiry or termination of the lease agreement.

§7

Obligations of Companies Cooperating with the MITP

1. The entrepreneur undertakes to instruct all persons staying in the building of the MITP, whether invited by or performing work for the Entrepreneur, about the applicable health and safety and fire protection rules.

2. Entrepreneurs are obliged to notify immediately about changes affecting their relationships with the MITP: changes in the National Court Register, management changes, name changes, transformations, and changes of the area of activity.

3. At least at the end of each half-year the Entrepreneur shall provide the KPT with the following data:

1) The average number of people (Full Time Equivalent) working in the previous six months: both on employment contracts and civil law contracts.

2) Information about newly created jobs (broken down into woman and man workers).

4. The company’s turnover or net value of sales. The KPT acknowledges that these data are business secret and shall only use them for the internal analysis of the company’s development and the effectiveness of the support offered. This information may be shared outside the KPT only in aggregate statistical studies.

5. Once a year, the Entrepreneur is obliged to take part in an interview with a KPT representative about business plans and achievements in the past period. The meeting will also be an opportunity to assess the level of adoption of MITP infrastructure by the entrepreneur and to identify additional needs. The date of the meeting and the list of participants will be determined in advance.

6. The entrepreneur shall give their consent to the permanent use of their name and signage in the KPT’s promotional materials, also on the KPT websites. The use of the signage or name may also take place in the reference to present and/or former MITP tenants, presentation of cases, good practices, success stories, and business promotion of companies in the KPT.

§8

Services Offered

1. The Lessee, being an Incubated Company, is entitled to use the telecommunications services provided by the KPT, consisting in providing access to the Internet on the terms set out in the “RULES AND REGULATIONS FOR THE PROVISION OF ACCESS TO THE INTERNET IN THE KPT Podole BUILDING”.

2. The service referred to in p.1 above comprises providing a connection to the premises occupied by the Tenant, being an Incubated Company, on the premises of the KPT Podole building (or another connection point precisely indicated in the Service Launch Report), wireless access to the Internet in the KPT Podole building, activation of the service, and provision of telecommunications services consisting in the provision of symmetrical access to the Internet over the connection described above.

3. Remuneration for the Internet access service referred to in p.1 above is covered in the Lease Agreement.

4. Accounts allowing access to the wireless network for authorised representatives of the Lessee, being an Incubated Company, hereinafter referred to as “Users”, are created by the KPT on the grounds of the data provided by the Lessee, and the dedicated login and password for accessing the wireless network to the Internet are sent to the User’s email address.

5. The User is obliged to keep the User’s login and password to access the wireless network secret, and not to disclose it to third parties.

6. In the event of any change in the data or list of persons authorised to use the wireless network, the Lessee, being an Incubated Company, is obliged to update the data of the Tenant’s Users, and update the data submitted for processing.

7. The Lessee, being an Incubated Company, may use additional services provided by the KPT, by orders placed separately in writing, by means of the electronic tenant management system, or via e-mail to the email address of the KPT. Additional IT and/or telecommunication services are provided in accordance with RULES AND REGULATIONS FOR THE PROVISION OF ACCESS TO THE INTERNET IN THE KPT Podole BUILDING against a remuneration specified in the Price List for Network Access Services in the KPT Podole, constituting an annex to the abovementioned Rules and Regulations.

8. The KPT provides the Lessee with access to SINGU electronic tenant management system (Singu system) from an address provided on the website of the KPT for the purposes of communicating with the Lessee and making it possible for the Lessee to notify the KPT of:

1) faults

2) detected problems with the spaces used

3) demand for additional services

4) booking of conference rooms

5) access to billing documents

and other matters covered by the functionalities of Singu system.

9. Technical requirements for using Singu system used by the KPT are as follows:

1) the latest stable version of one of the following web browsers: Google Chrome, Mozilla Firefox or Safari

2) cookies enabled in the browser

3) access to the Internet.

10. The User is obliged to keep the User’s login and password to access Singu system secret, and not to disclose it to third parties.

11. The User is obliged to obey the principles of security when using a computer or other devices that allow access to Singu, including the use of updated antivirus software, blocking access to the device when not in use, and completion of security updates of the operating system and other software installed on the device.

12. In the event of any change in the data or the roster of people authorised to use Singu system, the Lessee is obliged to update the Lessee’s User data and updating the data submitted for processing.

§9

Final Provisions

1. These Rules and Regulations are approved by a resolution of the Management Board of the KPT.

2. These Rules and Regulations enter into force on the day indicated in the resolution of the Management Board of the KPT.

3. The Application Form Template is an integral part of these Rules and Regulations.

Annex 1 – Application Form Template for Natural Persons

Annex 2 – Application Form Template for Incubated Companies / Tenants

Annex 3 – Application Form Template for Institutions of (Higher) Education