**BELCHAM Workspace USE agreement**

This **BelCham** **Workspace Use** **Agreement**, hereinafter referred to as the “**Agreement**”, isentered into by and between the following parties:

1. **Interuniversitair Micro-Electronica Centrum vzw**, a non-profit organization incorporated under Belgian law, having its registered office in Belgium, 3001 Leuven, Kapeldreef 75, registered with the Register of Legal Entities Leuven VAT BE 0425.260.668, for the purpose of this Agreement duly represented by [Danny Goderis, Executive Vice President Smart Applications & Innovation Services Flanders] / [Roger Lemmens, Director Digital Incubation & Innovation Services],

 Hereinafter referred to as “**IMEC**”;

And

1. **[Name and legal form]**, a company incorporated under Belgian law, having its registered office in [address], registered with the Register of Legal Entities [Place] VAT BE [number], for the purpose of this Agreement duly represented by [Name], [Capacity],

Hereinafter referred to as the “**Company**”;

The aforementioned parties hereinafter referred to as the “**Parties**” or a “**Party**” in case of no specific reference to either Party.

WHEREAS

* IMEC has entered into (i) the Atelier Service Agreement New York and (ii) the Atelier Service Agreement San Francisco, both with the Belgian-American Chamber of Commerce in the United States, Inc. (“**BelCham**”), a New York not for profit corporation, whereby IMEC and BelCham collaborate in order to provide Belgian start-up companies the possibility to make use of certain co-working space located in the USA in order to allow them to further develop their US ambitions (together referred to as the “**Atelier Service Agreements**”);
* Under the Atelier Service Agreements, the co-working space, which has been made available by BelCham to IMEC, consists of one seat in the Atelier New York (i.e. a cubicle) and one seat in the Atelier San Francisco (i.e. a private desk);
* IMEC has launched the possibility, as part of the imec.istart services, for start-up companies to make use of one of the aforementioned seats for a limited duration of time;
* The Company desires to use one seat in [New York/San Francisco] and IMEC has agreed to make the seat available to the Company under the terms and conditions set forth in this Agreement;

NOW, THEREFORE, the Parties have agreed as follows:

1. **Use of Workspace**
2. IMEC hereby makes available to the Company, which accepts, a working space consisting of one seat for one person in the Atelier [New York/San Francisco], with address [Americas Tower, 1177 6th Avenue, New York, NY 10036, USA] / [620 Davis Street, San Francisco, CA 94111, USA] (the “**Workspace**”).

Apart from the Workspace offered under the Agreement, the Company furthermore has the possibility, depending on the availability, to make use of the seat in the Atelier [New York/San Francisco], with address [Americas Tower, 1177 6th Avenue, New York, NY 10036, USA] / [620 Davis Street, San Francisco, CA 94111, USA] (the “**Additional Seat**”). However, IMEC makes no guarantees regarding the availability of the Additional Seat and the Company cannot claim any rights on such seat on the basis of this Agreement. Prior to using the Additional Seat, the Company will inform IMEC by e-mail of its intention to use the Additional Seat for a specified duration and will request the approval of IMEC with regard to such use. Upon approval of IMEC to use the Additional Seat, the terms and conditions specified under this Agreement regarding the Workspace will also apply for the use of the Additional Seat.

1. In order to be offered the Workspace, the Company confirms that it is not already a Belcham Atelier member (level 3, 4 or 5) who aims at replacing its desk or office, which it already rents under its existing Belcham Atelier membership, with this Workspace. In such case where the Company already rents a desk or office under its existing Belcham Atelier membership, the Company confirms its intention to use the Workspace as an additional seat and not in order to replace the existing desk or office.
2. The Company agrees to use the Workspace solely for the purpose of developing its business activities in the USA and shall not conduct any business which competes with the business of BelCham. In addition, the Company agrees to keep the Workspace in good order and condition and undertakes, at the termination of this Agreement, to return it to IMEC in clean and good condition, except for reasonable wear and tear. The Company is not allowed to change, alter, redecorate or improve the Workspace, even if the nature or purpose of the Workspace is not changed.
3. The Company will comply with all rules, regulations, guidelines and procedures which exist with respect to the Workspace, including any regulations imposed by BelCham. The Company furthermore confirms that it will not interfere with the use of other workspaces located in the same building and will not cause any nuisance or annoyance.
4. The Company undertakes to actively use the Workspace for which it has applied. Should it appear for any reason whatsoever that the Company becomes aware of the fact that it will not or no longer use the Workspace during the agreed upon term as mentioned in article 3.1 of the Agreement, the Company has the obligation to immediately inform IMEC of this. In such case either Party will have the right to terminate the Agreement with immediate effect, even though the obligation of the Company to become an individual member of BelCham as described in article 2 of the Agreement, shall remain in effect.

If it would appear, after expiration of the term of use of the Workspace, that the Company has not used the Workspace and has not informed IMEC thereof in accordance with the abovementioned obligation, the Company shall be obliged to pay an amount of EUR 550 to IMEC as compensation for the fact that IMEC was not able to allocate the Workspace to a third party start-up company under the imec.istart program.

1. **Financial conditions**
2. The use of the Workspace by the Company will be free of charge, but is reserved to BelCham members. As a consequence, the Company undertakes to become an individual member of BelCham at the latest on the first day the Workspace can be used by the Company in accordance with article 3.1 of the Agreement, and to pay the applicable BelCham membership fee.
3. **Term and termination**
4. This Agreement shall be for a term of [number of weeks/months] commencing on [starting date use of Workspace] until [end date use of Workspace].
5. Apart from the possibility for either Party to terminate the Agreement in accordance with article 1.5, IMEC shall furthermore have the right to terminate this Agreement for any material breach of any of the provisions of this Agreement by the Company, provided that a seven calendar days prior written notice is given and such breach has not been remedied prior to the expiration of such notice period.

In addition, the Agreement shall automatically be terminated if, for any reason whatsoever, the Atelier Service Agreement [New York/San Francisco] under which the Workspace is made available, is terminated.

1. In case of termination or expiration, article 2 (Financial conditions), article 4 (Confidentiality), article 5 (Liability), article 6 (Governing law and jurisdiction), article 7 (Miscellaneous) as well as this article shall survive the termination or expiration of this Agreement.
2. At the latest two weeks after the expiration of the term of use of the Workspace, the Company undertakes to prepare and provide IMEC with a report describing its experience in the USA and the use of the Workspace in this respect. IMEC has the right to use this input and information for promotional purposes, and to make such information available to the public through newsletters, blogs on websites, etc.
3. **Confidentiality**
4. In the course of the performance of the Agreement, the Company may be exposed to Confidential Information of IMEC, BelCham and/or other third parties.

“Confidential Information” means any information, in whole or in part, that is nonpublic, confidential or proprietary in nature. Confidential Information includes, without limitation, information about business, sales, operations, knowhow, trade secrets, performance, technology, products, process information, employees, customers, marketing plans, financial information, services, business affairs, computer programming techniques, any knowledge gained through examination or observation of or access to the facilities, computer systems and/or books and all record-bearing media containing or disclosing such information and techniques of IMEC, BelCham or any other third parties, any analyses, compilations, studies or other documents prepared by IMEC, BelCham or any other third parties or otherwise derived in any manner from the Confidential Information and any information that you are obligated to keep confidential or know or have reason to know should be treated as confidential.

1. The Company agrees to preserve the Confidential Information, which may be disclosed to the Company during the performance or in the framework of the Agreement. This means that the Company:
	1. shall only use the Confidential Information within the framework and objective as authorized in the Agreement;
	2. shall not reproduce, copy, publish or disclose the Confidential Information in any form or in any way whatsoever, to any third party, except by prior explicit and written agreement from the disclosing party;
	3. shall take all necessary measures to prevent the Confidential Information from being reproduced or disclosed by its employees, directors or officers to a third party.

In the event of a breach of the confidentiality clause the Company shall immediately notify the disclosing party thereof and will take the necessary measures without delay to prevent any new disclosure or further unauthorized use.

1. The Company shall disclose Confidential Information only to those of its employees, directors and officers which need to know such Confidential Information for the purpose of performing the Agreement, and shall disclose only those items of Confidential Information which are specifically needed. The Company shall ensure that such employees, directors and officers are made aware of and undertake in writing to comply with the confidentiality obligations no less stringent as those confidentiality conditions of the Company under the Agreement.
2. When the Agreement is terminated, the Company is required, if the disclosing party so requests, to either (i) return all data media and copies containing Confidential Information that were given to it by the disclosing party, or (ii) to destroy all data media and copies containing Confidential Information and to provide the disclosing party with an attestation in which it is stated that it no longer has at its disposal any copy containing Confidential Information.
3. Information shall not be deemed Confidential Information, and the Company shall have no obligation with respect to any information which the Company can prove to the reasonable satisfaction of the disclosing party:
4. is already in the public domain or becomes available to the public through no breach of this Agreement by the Company; or
5. was in the Company’s possession prior to the receipt from the disclosing party, without any obligation of confidentiality; or
6. is received by the Company from a third party free to disclose such information to the Company; or
7. is independently developed by the Company; or
8. is required to be disclosed by the Company pursuant to any order or requirement of a court, administrative agency, or any other governmental agency, provided that the Company shall give the disclosing party prompt written notice of such order or requirement and in order to allow the disclosing party to contest or seek an appropriate protective order.
9. The confidentiality obligation with respect to any Confidential Information shall remain in effect for the duration of the Agreement and following termination or expiry under the Agreement for whatever reason.
10. For reasons of clarity, the Company shall treat any and all information it receives or has incidental access to during its use of the Workspace under this Agreement as Confidential Information to which the provisions of this article 4 shall apply, whether or not such information is labeled ‘Confidential’, ‘Proprietary’ or otherwise.
11. **Liability**
12. The Company shall be responsible, at all times, for any damage or loss to the Workspace or to any property owned by BelCham, caused by the Company, its officers, directors, employees, agents, contractors or visitors. The Company shall pay all reasonable costs of repair or replacement.
13. IMEC shall be responsible only for performing the obligations specifically set forth in the Agreement. Except for those obligations, IMEC shall have no liability to the Company, any officer, director, employee, agent, contractor or visitor thereof as a result of the Agreement. IMEC shall furthermore not be responsible for any loss, theft or damage to any personal property owned by the Company, its officers, directors, employees, agents, contractors or visitors.
14. The Company shall hold IMEC harmless for any damage or liability that could be incurred by IMEC due to the Company’s officers, directors, employees, agents, contractors or visitors using the Workspace.
15. The Company shall be responsible for the insurance of its property located at the Workspace. In addition, the Company shall be responsible to provide its employees all of those types of insurance coverage normally provided. In this respect, the Company shall remain solely responsible for the compliance with existing social security laws and regulations, including the regulations relating to industrial accidents and concerning civil liability. Failure on the part of the Company to secure appropriate insurance coverage is done at the Company’s sole risk.
16. **Governing law and jurisdiction**
17. This Agreement shall be construed and interpreted in accordance with the laws of Belgium. No effect shall be given to any conflict-of-law provisions.
18. All disputes between the Parties in connection to this Agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five calendar days after giving notice to the defaulting Party, then the dispute will be submitted to the competent courts of Leuven, Belgium.
19. **Miscellaneous**
20. In the event that any provision, or part of any provision of this Agreement is invalidated by operation of law or otherwise, that provision or part will to that extent be deemed omitted and the remainder of this Agreement will remain in full force and effect. In place of any such invalid provision or part thereof, the Parties undertake to make a reasonable effort in good faith to agree on a similar but valid provision the effect of which is as close as possible to that of the invalid provision or part thereof.
21. Consent by either Party to, or waiver of, a breach of any article of this Agreement by the other Party, whether express or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.
22. The headings in this Agreement are for the convenience of the Parties only and shall not be considered in the construction or interpretation of this Agreement.
23. Neither Party shall assign this Agreement (including without limitation the cases where a Party shall be amalgamated with or becomes a subsidiary of any other company or be purchased by a person, firm, company, corporation or other organization) or transfer, mortgage, charge nor part any of its rights, duties or obligations under this Agreement to a third party without the prior written consent of the other Party. Neither Party shall unreasonably withhold its consent.
24. This Agreement is the complete and exclusive statement of the Agreement between the Parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the Parties relating to the subject matter of this Agreement. No addition to or modification of this Agreement shall be binding upon either Party unless reduced in writing and duly executed by the Parties to this Agreement.
25. Any notice given under this Agreement shall be in writing and shall be validly given if hand delivered (upon receipt) or sent by registered mail and addressed to the registered office of the relevant Party set out in the preamble of this Agreement if the notice is in its interest. Parties must notify each other of any change of address in accordance with this article.
26. The signature of a representative of a Party received by facsimile transmission or by electronic image transmission (such as portable document format) will constitute an original signature. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy by facsimile transmission or by electronic image transmission shall have the same force and effect as delivery of the original Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives in two (2) originals, one (1) for each Party.

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| For IMEC,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Danny Goderis, Executive Vice President Smart Applications & Innovation Services Flanders] / [Roger Lemmens, Director Digital Incubation & Innovation Services]Date: | For the Company,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[Name][Capacity]Date: |