



## Conditions for Participation

### “Creative Pre-Incubator“

A cooperative project between *accent* Inkubator GmbH and the St. Pölten UAS

By submitting their application, the applicant agrees to the following conditions for application and participation in the project “Creative Pre-Incubator”.

#### 1. Description

1.1. The project “Creative Pre-Incubator” (hereinafter called “CPI”) is jointly carried out by *accent* Inkubator GmbH (hereinafter “*accent*”) and Fachhochschule St. Pölten GmbH (hereinafter “St. Pölten UAS”; both referred to as “cooperation partners”) located on the premises of the St. Pölten UAS. The CPI, which receives funding and structure from the province of Lower Austria (Wirtschaft, Tourismus & Technologie – WST3) and from the European Regional Development Fund (ERDF), is a programme designed for a select group of students and graduates of the St. Pölten UAS wishing to develop their business ideas with professional guidance.

1.2. From among the submitted applications, a jury independent of the St. Pölten UAS selects outstanding business ideas by students and graduates of the St. Pölten UAS who will be supervised in the design and development of their business projects for one academic year by the cooperations partners within the framework of the CPI (hereinafter “the applicants” or “the participants in case of nomination”).

1.3. Both *accent* and the St. Pölten UAS offer consulting and support to the CPI participants, although the latter are not legally entitled to any certain scope or type of advisory or supporting services. The participants shall not be reimbursed for any expenditures in the context of their application for or participation in the CPI.

1.4. There is no legal claim to admission to the CPI programme. Following a review by the St. Pölten UAS in terms of exclusively formal criteria, the members of the jury reserve the right to decide over admission to the Creative Pre-Incubator Programme freely and without stating reasons.

#### 2. Application

2.1. Application materials for participation in the CPI are to be sent exclusively via email to [cpi@fhstp.ac.at](mailto:cpi@fhstp.ac.at) including the following documents (in PDF format) and no later than by the deadline indicated on the St. Pölten UAS website:

- CVs of all team members including current contact data
- Description of the business idea (see website for formal criteria)
- Conditions for participation signed by all team members

A confirmation of receipt will be sent to the applicant.

2.2. Applications arriving after the deadline will not be considered. In case of justifiable reasons for the delay, however, an application received after the end of the application period may still lead to participation in the Creative Pre-Incubator.

2.3. If two or more applicants have a business idea that they wish to work on together with the help of the CPI, the application is to contain the required information for every individual applicant.

2.4. In case of false or incomplete information in the context of the application, the cooperation partners are entitled to immediately exclude the applicant from the CPI, even if they become known only after the applicant has already been admitted to the CPI.

#### 3. Participation Requirements

3.1. Participation in the CPI is contingent upon a complete and timely application.

3.2. Eligible applicants are all those who are, at the time of submitting their application, either degree programme students of the St. Pölten UAS or continuing education students, even if they expect to complete their study programme or continuing education programme at the St. Pölten UAS in the course of their participation in the CPI. Further eligible candidates are graduates who successfully completed a study programme or continuing education programme at the St. Pölten UAS within the twelve months preceding their application for the CPI.

3.3. Participants whose studies (either in a study programme or a continuing education programme) have been interrupted or discontinued, or who have been excluded by the St. Pölten UAS, may continue to participate in the CPI only based on justified grounds. An interruption or discontinuation of participation in the CPI does not release the participant from their duties arising from these participation conditions, either temporarily or permanently.

#### **4. Duration of Participation**

4.1. Participation in the CPI is limited to the duration of two consecutive semesters starting from the respective defined start date.

#### **5. Participants' Rights and Obligations**

5.1. The participants undertake to comply with the Campus Rules of the St. Pölten UAS (accessible via CIS) as well as the House Rules of the BIZ St. Pölten (see website: <http://biz-st-poelten.at/>; in German). By signing the conditions for participation, applicants state that they have read and accepted them.

5.2. The indicated point of contact represents the project group and serves as contact person for both the St. Pölten UAS and *accent* Inkubator GmbH. As such, they are responsible for all decisions concerning the project group such as appointment coordination, obtaining approvals for publications, etc.

5.3. The participants have the right to use the rooms and equipment of the "co-working spaces" at the BIZ St. Pölten for project work.

5.4. For this purpose, the St. Pölten UAS provides a key that the contact partner in the project group can obtain from the Campus and Service Center (CSC). It is not permitted to use the key and accessible rooms for any other purposes, or to pass on the key to third parties.

5.5. The contact partner is to ensure that all rooms are properly locked again afterwards and to return the key to the FH St. Pölten GmbH after the end of the project or of participation in the CPI.

5.6. If the key should get lost, the St. Pölten UAS is to be informed immediately.

5.7. The workshops and services offered by the CPI are to be attended by the entire project group. Registration takes place automatically. If participating is impossible due to justified reasons, the team needs to cancel in due time to ensure planning reliability.

5.8. With the help of the contact partner, meetings between the project group and the supervisors of the St. Pölten UAS and *accent* Inkubator GmbH are arranged at regular intervals.

5.9. During the funding period, the project groups undertake to regularly submit a report on the status quo of their business idea's development to their supervisors at the St. Pölten UAS and *accent* Inkubator GmbH. To this end, the responsible contact persons arrange dates in coordination with the project groups.

5.10. After the end of the two-semester funding programme, the participants are expected to submit a qualified response or analysis regarding the feasibility of their respective business idea as a first step. In this case, they are to present a professionally thought-out business concept that is ready for investors and funding

bodies to use. Generally, a potential business foundation is the objective of all activities of the cooperation partners.

5.11. It should be noted that the participants do not automatically take out accident and liability insurance unless they are students of the St. Pölten UAS, which means that they have to take care of this on their own.

## 6. Recognition

Upon agreement with *accent*, students currently enrolled in a bachelor, master, or continuing education programme at the St. Pölten UAS can receive credits for their participation in the CPI. To this end, they need to file an according proposal with the responsible Academic Director who will decide pursuant to § 12 FHG<sup>1</sup>.

## 7. Disclaimer

7.1. The cooperation partners assume no liability for any violation of third-party rights (see also item 8).

## 8. Plagiarism, Intellectual Property, and Publication Rights

8.1. The applicant confirms that she\*he is the sole originator of the submitted business idea and that no third-party rights are impaired in any way, or that she\*he holds the necessary rights of use and does not violate any obligations of secrecy in this context. Any kind of plagiarism (including rights in the context of research projects at the St. Pölten UAS) during the application or within the framework of the activity as participant in the CPI results in immediate exclusion from the CPI regardless of any consequences under civil law and/or (administrative) criminal law. Should a third party assert a claim in connection with the participant's project towards a cooperation partner, the participant shall indemnify and hold harmless the respective cooperation partners.

8.2. The participants retain all intellectual property and commercial rights related to the project within the framework of the CPI. The cooperation partners reserve the right to use the general scientific results of the participants' contributions in teaching and research and to publish them after consultation with the participants. Moreover, the participants confer to the cooperation partners the right to publish their results from participation in the CPI in a scientific context, especially in specialist journals (print media, electronic media) and to present them at specialist conferences, all after consultation with the participants.

8.3. The submitted documents (both electronic and print) of the selected participants remain with the cooperation partners, even after the end of the CPI. Documents submitted by applicants not selected for the CPI are treated confidentially until the decision regarding participation has been taken and, in case the application is rejected, are archived for the duration of the legally and contractually agreed reporting obligation. For the use of personal data from application documents, see item 10.2.

8.4. A business of a participant founded with the help of the CPI may be mentioned as a reference on the respective websites, advertising folders, etc. of the cooperation partners.

8.5. CPI is an ERDF-funded project. As a consequence, the ERDF logo shall be displayed along with the CPI logo and the publicity rules of ERDF shall be complied with (Annex 2).

In case that the respective work results of the participants contain inventions pursuant to the Patent Act or the Utility Model Act that originate from themselves, the right to apply for a patent lies with the respective participant alone. If the participant, however, does not wish to exercise this right, he\*she shall offer it to the cooperation partners first.

## 9. Confidentiality

The participants undertake not to disclose any business or trade secrets of the St. Pölten UAS or of *accent* Inkubator GmbH which become known to them within the framework of the CPI, or other facts that require secrecy due to their meaning and content to third parties even after the end of participation in the programme. Any information and subservices disclosed in the context of the programme are subject to the strictest secrecy

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<sup>1</sup> University of Applied Sciences Act, Federal Law Gazette no. 340/1993, as amended by Federal Law Gazette I no. 177/2021.

for the duration of participation. Breaches of confidentiality are considered substantial grounds for exclusion from the CPI.

## 10. Data Privacy

10.1. The participants agree to comply with the provisions laid down in Directive (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and in the Federal Act concerning the Protection of Personal Data (DSG), Federal Law Gazette I no. 120/2017 as amended.

10.2. The participants take note that the contact data received in the context of business relationships may be used for direct marketing purposes for information on current events held by the cooperation partners themselves as well as topics relevant to the cooperation partners. The establishment of contact for direct marketing purposes takes place via email or letter. This data use is justified as a legitimate interest of the cooperation partners pursuant § 6 (1 (f)) DSG. The applicants/participants can object to this data processing for direct marketing purposes at any time by sending an email to [datenschutz@fhstp.ac.at](mailto:datenschutz@fhstp.ac.at) or a letter by post, which shall not affect the lawfulness of processing up to the revocation of consent. Moreover, every mailing contains the option to unsubscribe from the mailing list.

10.3. The applicants/participants take note that their personal data disclosed within the framework of the application, especially their name, email, telephone number, and application documents, are processed, stored, and archived as part of the CPI. For the assessment of the submitted documents, the applicants'/participants' data are transferred to *accent* Inkubator GmbH as well, so that an expert jury made up of members of both cooperation partners can take an informed decision. This processing is justified based on a preliminary contract, and non-disclosure of the necessary data precludes processing, thus making participation in the CPI impossible.

10.4. The participants take note that their name as well as photos and videos showing them may be used by the cooperation partners when publishing reports on the CPI for media purposes and may be passed on to the press and media.

10.5. As the funding body, the province of Lower Austria (division 3 for the economy, tourism & technology) is entitled to access the participants' data if necessary.

10.6. For the purpose of assessing the submitted business ideas, the documents provided by the applicants/participants are passed on to an expert jury.

10.7. In case data are transferred electronically, the applicants declare that the material dispatched to the cooperation partners or stored in their systems are free from viruses and malware/spyware or similar electronic programmes that might do harm to computer systems or violate data privacy laws. The applicants shall indemnify and hold harmless the cooperation partners with regard to any damage caused by the sending or upload of such software, regardless of whether the sending or upload was intentional or not.

10.8. The applicants'/participants' data shall be deleted after a period of seven years after the end of the respective funding period.

10.9. All data subjects have the following rights:

- The right to access the stored personal data
- The right of appeal, unless statutory provisions preclude it. If you object to data processing for the purpose of participation, this does not affect the lawfulness of processing up to that point.
- The right to rectification and erasure
- The right of data portability and limitation of processing

All data subjects can make use of these rights by responding to the Fachhochschule St. Pölten GmbH as the responsible data controller ([datenschutz@fhstp.ac.at](mailto:datenschutz@fhstp.ac.at))

- The right to lodge a complaint,

which is to be filed with the Austrian Data Protection Authority, Wickenburggasse 8, 1080 Wien, telephone: +43 1 52 152- 0, email: [dsb@dsb.gv.at](mailto:dsb@dsb.gv.at), as the responsible supervisory authority.

**11. Other**

11.1. Austrian law shall apply.

11.2. These conditions for participation are subject to changes on the part of the cooperation partners. Any modifications will be published on the website of the St. Pölten UAS.

Working title of the project:

Project group:

Participants:

With my signature, I confirm that I have read the conditions for participation and accept them.  
First and last names of the team members (in block letters): date, signature of the participants:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Attachments:**

Attachment 1: BIZ house rules, see website:

<http://biz-st-poelten.at/>

Attachment 2: EFRE (ERDF) publicity regulations and logo

<https://www.efre.gv.at/downloads/publizitaet>

