



## **Rules for residents**

**on the criteria and procedures for the sublease and use of the business support infrastructure of BICRO BIOCENTRE Ltd. for the transfer and commercialization of biotechnology.**

BICRO BIOCENTRE Ltd. for the transfer and commercialization of biotechnology (hereinafter referred to as „BIOCentre“) was established with the objective of fostering the growth and development of legal entities operating in the field of biotechnology and scientific institutions by providing infrastructure, scientific, and business support.

These Rules establish:

- the types of support and services provided,
- the BIOCentre facilities and premises,
- the admission of Users and their status within the BIOCentre premises,
- the obligations of Users,
- monitoring procedures and applicable sanctions.

**The BIOCentre's key operational priorities are:**

- providing specialized infrastructure support for the research and development activities of local, regional, and international legal entities in the field of biosciences,
- connecting entrepreneurs and fostering cooperation with scientific institutions,
- promoting innovation and entrepreneurship,
- enhancing international cooperation in the development and commercialization of innovations.

**The BIOCentre operates through the following five programme:**

- BIOInfrastructure provides fully equipped or unfurnished laboratory and office space available through sublease, coworking arrangements, or virtual tenancy;
- BIOIncubation provides access to specialized equipment and research infrastructure, expert and mentoring support, business and technical consulting, and operational support;
- BIOTransfer facilitates knowledge and technology transfer through the services of the Central Laboratory, including biotechnological process development and bioproduct development;
- BIOEducation provides specific business and expert knowledge required for the successful development of businesses, products, and processes in biosciences, biotechnology, and natural sciences;

- BIONetworking enables new start-ups and existing legal entities operating in the field of biotechnology to establish connections with partners, investors, and the academic community in Croatia and abroad.

## **II TYPES OF SUPPORT AND SERVICES**

Within the scope of its activities and subject to its available resources and capacities, the BIOCentre provides the following types of support and services:

### **1. INFRASTRUCTURE SUPPORT:**

- office premises,
- laboratory premises,
- coworking spaces,
- virtual tenancy,
- shared facilities: meeting rooms, a conference hall, the atrium and amphitheatre, and the entrance lobby with a bar.

### **2. TECHNICAL AND ORGANIZATIONAL SUPPORT:**

- access control and monitoring of entry to the facility,
- reception services for visitors,
- access to a mailbox (available only to virtual tenants),
- internet access,
- cleaning of shared business premises,
- capital and routine maintenance of the BIOCentre building and equipment.

### **3. PROFESSIONAL AND BUSINESS TRAINING:**

- organizing and delivering professional training programmes for individuals seeking to enhance their theoretical and practical knowledge in selected fields,
- organizing and delivering business training programmes in various business disciplines to support the development of business ventures.

### **4. CONSULTING SERVICES:**

- individual expert consulting in connection with the development of scientific research or commercial projects,
- provision of laboratory services facilitating the transfer of knowledge and technologies into marketable products.

### **5. NETWORKING SUPPORT:**

- connecting entrepreneurs with universities, faculties, institutes, and business entities in Croatia and abroad,
- providing opportunities for networking and participation in specialized fairs and other events in Croatia and abroad with the aim of strengthening business operations and fostering internationalization.

### **III BIOCENTRE PREMISES**

The premises of the facility managed by the BIOCentre are, according to their function, divided into:

- the shared ground-floor area, which includes: the outdoor area consisting of the parking area, the immediate surrounding grounds and the amphitheatre, and the indoor area consisting of the reception area, sanitary facilities, two meeting rooms, the conference hall, the event atrium and the entrance lobby (café bar),
- office premises on the first floor, consisting of units ranging in size from 25 m<sup>2</sup> to 43 m<sup>2</sup>,
- laboratory premises on the first floor, consisting of units ranging in size from 53 m<sup>2</sup> to 54 m<sup>2</sup>,
- the shared area on the first floor: the kitchen and sanitary facilities,
- the administrative offices and laboratory premises on the second floor.

The shared areas of the facility are available to all Users, subject to compliance with the applicable House Rules.

### **IV ADMISSION AND STATUS OF USERS OF THE BIOCENTRE PREMISES**

The procedure for the allocation of premises for use shall be conducted in the manner set out in these Rules.

Depending on the needs and possibilities of prospective Users, the BIOCentre may conclude:

- sublease agreements for office and/or laboratory premises,
- sublease agreements for shared laboratory and/or office premises (coworking space),
- virtual tenancy agreements.

Notwithstanding this provision, the BIOCentre may grant the use of the shared areas of the facility, primarily those located on the ground floor, to institutions, public institutions or other legal entities operating on a non-profit basis. Premises may be made available for use provided that the activities of the user offer an additional service or value to the Users of the facility, particularly in the areas of education, the development of knowledge and skills, or other activities of general interest to the Users.

The mutual rights and obligations of the parties shall be governed by a separate written agreement or other appropriate instrument, depending on the legal nature and content of the service provided. Such agreement shall, in particular, regulate the duration and manner of use of the premises, liability for any damage, maintenance costs, and the conditions for termination of the right to use the premises.

### **THE MINIMUM ELIGIBILITY CRITERIA**

The minimum eligibility criteria for entering into a sublease or coworking agreement, all of which must be fulfilled cumulatively, are as follows:

- the User must be a legal entity registered in the court register or another appropriate register in the Republic of Croatia (a company, institution, cooperative or another appropriate form of legal entity),
- the User must operate in the field of life sciences, including, but not limited to:
  - biotechnology,
  - biomedicine and healthcare,
  - pharmaceuticals,
  - molecular biology,
  - genetics,
  - bioinformatics,
  - bioengineering,
  - related scientific and research and development fields.
- the User's registered activity must be consistent with the intended purpose of the office and/or laboratory premises,
- the User undertakes to use the premises exclusively for carrying out activities in the field of life sciences, in accordance with the applicable legislation, safety regulations and the internal acts of the BIOCentre,
- the User must satisfy all legal, technical and safety requirements for working in laboratory premises, including regulations governing occupational health and safety, environmental protection and biosafety.

The minimum eligibility criteria must be fulfilled throughout the duration of the contractual relationship between the User and the BIOCentre.

## **OFFICE AND LABORATORY PREMISES**

Office and laboratory premises shall be allocated subject to the availability of premises for sublease following receipt of a completed Application Form submitted by the interested legal entity.

The final decision shall be made by the Management of the BIOCentre in accordance with the available capacity and the strategic objectives of the BIOCentre.

Completion of the Application Form constitutes a mandatory step and is a prerequisite for entering into a sublease agreement or another appropriate agreement.

The Application Form forms an integral part of the contractual relationship between the BIOCentre and the User of the premises and is attached to the sublease agreement and/or other contractual documents.

Where an existing User, for justified reasons, requires additional premises due to increased operational needs, the User may submit a request to the BIOCentre for the allocation of additional premises. Approval of additional premises shall be subject to availability and to the BIOCentre's assessment of the justification of the request. If the request is approved, a separate agreement defining the rights, obligations and conditions governing the use of the additional premises shall be concluded, or an addendum to the existing sublease agreement shall be executed.

Each User of the BIOCentre premises shall be required to submit a completed annual questionnaire on the User's progress once a year, no later than the end of February of the current year, for the preceding year.

The User of the premises shall be responsible for ensuring the accuracy and completeness of the information provided.

Completion of the annual questionnaire shall constitute a condition for the extension of the agreement or the continued use of the premises at the BIOCentre.

### **DURATION OF A SUBLEASE**

The maximum total duration of a sublease, provided that the minimum eligibility criteria set out in Article 7 of these Rules continue to be fulfilled, shall be:

- for office premises, up to 5 (five) years
- for laboratory premises, up to 10 (ten) years.

In the case of a User who has concluded a sublease agreement for both office and laboratory premises, the maximum total duration of the sublease shall be determined in accordance with the maximum total duration applicable to the sublease of laboratory premises referred to in paragraph 1 of this Article.

Notwithstanding the preceding paragraphs, the Management of the BIOCentre may approve an extension of the User's sublease agreement beyond the maximum duration of the sublease under this Article, depending on the availability of premises and the significance of the User's contribution to achieving the objectives of the BIOCentre.

A sublease agreement shall not be automatically extended upon its expiry but only upon the User's written request and following prior verification that all conditions set out in these Rules have been fulfilled. Where an extension of the agreement is not approved, the User shall vacate and surrender the premises within the period and in the manner prescribed by the sublease agreement.

### **COWORKING SPACE**

Shared laboratory and/or office premises (coworking space) shall mean an organized form of shared use of office and/or laboratory premises and the related infrastructure by multiple users, based on flexible terms of use, without the exclusive right of possession over a specific part of the premises.

Subtenants, irrespective of the type of agreement concluded, shall be entitled to use technical and organizational support services, professional and business training, consulting and networking support, as well as the infrastructure support intended for shared use (e.g. meeting rooms and other shared areas), in accordance with the conditions prescribed by these Rules.

### **VIRTUAL TENANCY**

For the purposes of these Rules, virtual tenancy means a form of cooperation under which the User does not occupy the BIOCentre's physical premises, but uses the BIOCentre's address as the registered office or branch office in the Court Register, on the basis of an agreement.

In addition to the use of the address, a virtual tenant may also use the BIOCentre's shared areas and other BIOCentre services.

The minimum eligibility criteria for virtual tenancy are as follows:

- the User is a legal entity registered to carry out activities in the field of biosciences, or
- the User is a legal entity in the process of registration before the competent court to carry out activities in the field of life sciences

The User may have its registered office or conduct its business at another address, irrespective of its participation in the virtual tenancy programme.

Together with the application for virtual tenancy, the User shall submit:

- a completed Application Form containing information on the project, technology, stage of development, intellectual property protection, innovation, collaborations, and expectations regarding the BIOCentre.

Upon termination of the agreement, the User shall be required to change the registered address of the company in the Court Register and notify all competent authorities of such change.

## **V OBLIGATIONS OF USERS**

By participating in the BIOCentre's programmes or using the BIOCentre's premises, Users shall be contractually obliged to:

- appoint a contact person for regular communication,
- in all public appearances and media communications, including publications on websites, social media, promotional materials, interviews, press releases and similar forms of public communication, clearly indicate that they operate within the BIOCentre,
- use the BIOCentre's visual identity (logo, name, etc.) in accordance with the instructions provided,
- notify the BIOCentre, without delay and no later than 2 (two) working days after the occurrence of any change in circumstances or conditions that may affect the use of the subleased business premises,
- complete the annual progress reporting questionnaire,
- use the BIOCentre's premises in accordance with the agreement concluded with the BIOCentre,
- comply with the House Rules and other internal acts and instructions of the BIOCentre.

All information obtained by the Users through cooperation with entrepreneurs, employees and external experts or associates of the BIOCentre shall be treated as confidential business information.

## **VI MONITORING AND SANCTIONS**

The BIOCentre shall monitor compliance with the provisions of these Rules, and the Users shall provide access to their premises in the manner stipulated in the Sublease Agreement and cooperate with the authorized representatives of the BIOCentre.

In the event of non-compliance with the provisions of these Rules, the BIOCentre may impose the following measures:

- issue a warning to the User,
- claim compensation for damage caused intentionally, through gross negligence, or through improper use of the premises by the User,
- restrict or temporarily suspend the User's right to use certain shared areas or equipment,
- terminate the sublease agreement or other agreement governing the use of the premises, in accordance with the contractual provisions.

All measures shall be applied in proportion to the seriousness of the breach.

Users shall ensure that their employees, associates, partners, visitors and other persons are informed of the provisions of these Rules and the House Rules, and shall ensure their compliance therewith. In relation to the BIOCentre, the User shall bear sole responsibility for its employees, associates, partners, visitors and other persons entering the BIOCentre's premises.