

Dated the XXXX XXX 2008

BETWEEN:

**National College of Ireland
Business Incubation Centre**

AND

LICENCE AGREEMENT

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THIS LICENCE dated the XXXXXXXX and made between the **National College of Ireland, Business Incubation Centre** having its registered office at Mayor Street, IFSC, Dublin 1 (hereinafter called “the Licensor”) and the XXXXXXXX, having its registered office at XXXXXXXXXX.
(hereinafter called the “Licensee”) of the other part

RECITALS:

A. In this Licence the following words or expressions shall have the following meanings:

“NCI”	The National College of Ireland, Mayor Street, IFSC, Dublin 1.
“Term”	The period of 1000 days from the date hereof unless and until terminated in accordance with the provisions of clause 4. (Refer Schedule 1)
“Desk Space”	The desk space within a unit which is furnished with a desk, chair, lockable pedestal unit and telephone.
“Unit”	An Office Suite at the NCI Business Campus
“Telecommunication Services”	Information and Communications Technology (Outlined in Schedule 2)
“Deposit”	2 Months in Advance of Licence fee
“Licence Fee”	The sum listed in Schedule 2 per desk space per annum or € XX per sq ft commercial short term rent (ex vat).
“Establishment Fee”	The sum to cover the initial installation and set up costs. (Detailed in Schedule 2)
“Business Campus”	The Business Campus centre located at NCI.
“Services”	A service charge of € X per sq ft (Ex Vat) will be added to the Licence Fee <u>payable on the 1st day of every month</u> to cover the expense their provision(Services provided are outlined In Schedule3)
“Approved Use”	The Unit will be used as an office space solely for the purpose of carrying out the <u>Licensee’s project which shall be approved by the board.</u> (Refer Schedule 4)
<i>Not Applicable on commercial short term rent agreements</i>	

B. Subject to the terms and conditions hereinafter contained, the Licensor has agreed to grant **an exclusive and non-transferable Licence** to the Licensee to occupy the Unit.

IT IS AGREED AS FOLLOWS:

1. In pursuance of this agreement and in consideration of the grant of the Licence, the Licensee shall pay to the Licensor monthly in advance and without deduction the Licence Fee (exclusive of VAT or any other applicable taxes and duties) to be paid on the 1st day of every month by standing order into the account of the Licensor [Name of bank, account number, branch sort code details] together with a deposit of two months Licence Fee and Service Charge of € _____ which shall be paid to such account. The

Licensor hereby grants (in common with all others now having or hereafter having the right) a Licence to the Licensee for the Term **SUBJECT TO** the terms, covenants and conditions of this Licence Agreement:-

- 1.1 to use the unit for the approved purpose
- 1.2 Licensee to install and connect in the Unit the Licensee's own hardware to the Telecommunication Service
- 1.3 To provide the agreed number of desk spaces (additional desk spaces may be allocated within the unit on request, subject to availability).
- 1.4 To enter and re-enter the unit with workmen and others including IT experts and all necessary equipment for the sole purpose of carrying out maintenance to the unit and for the centre and for the purpose of inspecting, monitoring, renewing, repairing, replacing or removing the same making good any damage caused thereby and to inspect the unit

2. Licensees Covenants

The Licensee hereby covenants, undertakes and agrees with the Licensor as follows:-

2.1 Prohibition on Assignment

Not to assign any of its rights hereunder or sub-licence or share possession of the Unit with any other person or persons, this Licence being personal to the Licensee.

2.2 Maintenance and Repair

To maintain and keep the unit in good order and in clean and tidy condition including the inside windows and to ensure that same is not a liability, danger or nuisance to any person or persons company or companies or to any property whatsoever. Should the unit become a nuisance to any parties the Licensee shall immediately take all steps necessary to abate such a nuisance:-

2.3 Indemnify Licensor

To indemnify the Licensor and keep the Licensor indemnified from and against all loss, actions, proceedings, damages, costs, expenses, claims and demands whatsoever (including without prejudice to the generality of the foregoing any such claims in relation to health and safety) arising out of or in consequence of the existence and use and operation of the Unit or the installation or fit out thereof or the carrying out of any works or from the usage of the Telecommunication and Information Service in relation thereto

2.4 External Information Technology ("IT" and "IS") Experts

The Licensee shall not procure the services of external IT and IS experts to carry out work on any provided hardware within the unit only except in exceptional circumstances and only with the prior written consent of the licensor.

2.5 Insurance

2.5.1 To insure the unit and all the Licensee's equipment and fittings therein and thereon with a reputable insurer.

2.5.2 To take out and maintain an appropriate policy of public and employer liability insurance in respect of the existence use and

operation of the unit in the Incubator Centre and the installation or fit out thereof and the carrying out of any works in relation thereto.

2.5.3 To refrain from any act which would render any insurance on the Incubator Centre void or voidable or which would increase the insurance premium by the Licensor.

2.5.4 To procure that the interest of the Licensor is noted on the Insurance policies referred to above and to produce to the Licensor on demand a copy of the said policy or policies with receipt for last premiums payable thereunder.

2.6 Service Charge / Pay Outgoings

The Licensee shall make all payments and indemnify the Licensor in respect of the Service Charges and any outgoings whatsoever arising out of or in consequence of the existence and the use of the unit.

2.7 Change of Approved Purpose Use / Alterations of the Unit

The Licensee shall not change its Approved Purpose Use of the Unit and shall not carry out any works or alterations of whatsoever nature including (but not being an exhaustive list) changing the locks, structure or decoration of the unit.

2.8 Yield Up

At the expiration of the term, unless sooner determination in accordance with the provisions hereof and if requested by the Licensor, to quietly yield up to the Licensor that part of the Incubator Centre upon which the unit is situate and to remove equipment (if required by the Licensor) and to restore the Unit (if required by the Licensor) to its condition at the commencement of this Licence.

2.9 Public Areas

The Licence shall comply with all directions, instruction, limitation on use, as may from time to time to be laid down by the Licensor or the Licensor's nominee relating to the running of the Centre and without prejudice to the generality hereof, shall comply fully and promptly with all directions and instructions of the Licensor's nominees, if any.

3. Security and Safety

It is agreed and acknowledged that the Licensor shall have no liability whatsoever whether in contract, tort or otherwise to the Licensee in relation to the personal safety and freedom from injury of the Licensee, to the safekeeping or security of the Licensee's property or other property brought by the Licensee.

4. Termination

- 4.1 The Licensee may terminate this Licence by furnishing one months notice in writing to the Licensor
- 4.2 The Licensor may terminate this Licence by written notice to the Licensee in the event of if any obligation of the Licensee not being remedied within 14 days of the receipt of the Licensee of written notice of such breach from the Licensor. (such notice will not be given if the Licensee breaches the approved use purpose of the unit in which case the licence may be terminated immediately by the Licensor). The Licensor shall then serve 7

days written notice on the Licensee to vacate the unit and thereafter shall have a right to peacefully re-enter the unit using the master key to the unit which the Licensor shall retain during the Term.

- 4.3** If the Licensee becomes insolvent or enters into liquidation or has an examiner or receiver appointed over all or any part of its assets or suffers any similar action in consequences of a debt the Licensor shall have the right to immediately terminate this Licence.
- 4.4** If this Licence is terminated by virtue of any of the provisions of clauses 4.2 and 4.3 such determination shall be without prejudice to any right or remedy of the Licensor in respect of any antecedent breach of the Licensee of any of the Licensee's covenants and conditions herein contained.

5. No Legal Estate

This Licence shall not vest or confer or be deemed to confer any legal estate in the Incubator Centre and nothing herein contained shall create or be deemed to create the relationship of Landlord and Tenant between the Licensor and the Licensee.

6. No Warranty

6.1 Nothing in this Agreement shall be deemed to constitute any representation or warranty by the Licensor that the Incubator Centre or any part thereof are or will remain authorised for use under the Planning Acts or otherwise for any specific purpose nor shall any consent which the licensor may in its absolute discretion give to any change of use be taken as including in such representation or warranty.

6.2 Notwithstanding that any such use might not be permitted use under the Planning Acts the Licensee shall remain fully bound and liable to the Licensor in respect of the obligations undertaken by the Licensee under these presents without being entitled to any compensation recompense or relief of any kind whatsoever.

7. Disputes

If any dispute or difference shall arise between the parties in connection with this Agreement or arising thereunder then such dispute or difference shall be and is hereby referred to arbitration and the decision of such person as the parties hereto may agree to appoint as arbitrator or failing agreement as may be appointed at the requires of any party by the President for the time being of the Law Society of Ireland shall be final and binding upon the parties hereto.

8. Notices

8.1 All notices and correspondence required or permitted to be given to the Licensee shall be sent to the address for the Licensee appearing overleaf.

8.2 All notices to be given to the Licensor shall be sent to the address for the Licensor appearing overleaf or such other replacement or substitute addresses as the Licensor shall notify to Licensee from time to time.

8.3 All notices given hereunder shall be in writing and shall be delivered or sent by telefax or by prepaid registered post.

IN WITNESS WHEREOF the parties hereto have hereunto cause their common seals to be affixed hereto the day and year first herein written.

PRESENT when the Common Seal of
THE LICENSOR
was affixed hereto:-

PRESENT when the Common Seal of
THE LICENSEE
Was affixed hereto:-

SCHEDULE 1 FACILITIES AND LICENSING ARRANGEMENTS

(Length of stay for commercial clients is short-term)

Companies locating at NCI will be given flexible, short-term licence agreements to conduct their business at the Business Campus up to a maximum period of 1000 calendar days. A dynamic approach will be adopted with companies moving from small to larger units as they develop. In general companies will not be permitted to prolong their stay beyond the target maximum.

The Innovation Centre will be equipped with

- Fully fitted out space with Natural ventilation and air conditioning.
- Furnished unit (desk, chair, storage) in offices on open plan basis.
- Furnished office suites, Set up as 2 person office with lockable door.
- IP Telephony with a handset per desk
- Unified Messaging System on a server to allow voice mails
- **(Commercial Clients supply their own ISDN lines for internet connection)**
- Floor wiring with screened network cabling to work units, and full wire out of power, to sunken underfloor boxes
- Building security system with swipe cards.
- Conference and training rooms rentable by the half day are equipped and available by reservation.

Phones: The telephony system is a CISCO Networks.

SCHEDULE 1

Floor area is

SCHEDULE 2

INFORMATION & TELECOMMUNICATION SERVICES

Voice Lines: Set up charge of €200 per line. This includes the set up of the following:

- Swipe Cards (€50 replacement card charge)
- Phone numbers (DDI)
- Voice Mail

Fax Line

Line Rentals: Charges at Current/supplier published rates

Call Charges: These are charged at Current/supplier published business rates on usage.

Handsets: one handset per workstation included with the License Fee

Electricity: Power is 32A 220v clean earth supply underfloor.
Electricity is divided equally by number of servers in the metered area over the bill period.

Terms :

1. Billed monthly in advance by direct debit
2. VAT additional
3. Payment method: Direct Debit

SCHEDULE 3

SERVICES TO BE PROVIDED

(Similar advantage for Commercial Clients available during short-term license)

A Key Benefit of the ICELT Business Campus is the common and shared services available. The Centre will provide a range of services. Services available include common services, the cost of which are included together with rent in the licence fees charged, and other services which are charged to the client according to use.

Common services included in service charge:

- ◆ Receptionist
- ◆ Lighting, heating, and Business Rates.
- ◆ Incoming postal service
- ◆ Security
- ◆ Cleaning and maintenance of public areas
- ◆ Business Campus Management
- ◆ Building services and Insurance
- ◆ IT infra-structural service

All fees and charges to be paid by Direct Debit one month in advance.

Bank Details: 1 A/C.

Bank

Bank Account No:

Bank Sort Code:

Charged services by usage (in addition to above):

- ◆ Photocopying and other print facilities are available on-site via Snap Printing