



**Operating Rules for**

**Portimão Business and Startup Center**

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## **Chapter I - General Provisions**

### **Article 1 (Object)**

These rules establish the rules of operation and access to the Business Center and Business Incubator “Startup Portimão”, from now on referred to as the incubator.

### **Article 2 (Recipients)**

1. The incubator covers all natural and legal persons that present themselves with an innovative idea, project, business or company and that add value to the local economy, preferably in areas dedicated to the sustainability of smart cities
2. The virtual incubation is intended for all natural or legal persons who wish to have their tax domicile in the area of the Municipality and apply, in order to enjoy the services of the incubator, with the exception of the allocation of an individual physical space.

### **Article 3 (Definitions)**

1. **1. Business Incubator** - The business incubator has as its main objectives the creation, development and enhancement of companies in the beginning of existence, supporting them in various stages of their life cycle.
2. **Virtual incubation** – Intended for entrepreneurs and organizations wishing to take advantage of the services provided in the Incubator, without using and physically occupying a job.
3. **Hot-desk** – Job post hired for a period not exceeding 30 days.
4. **Entrepreneurship** - Initiative that aims to create a new company or products, adding value and identifying opportunities, transforming them into sustainable

businesses.

5. **Entrepreneur** – Person who puts his ideas into action to carry out the act of undertaking, mobilizing resources and benefiting from opportunities / problems to create answers / solutions with a view to creating value.
6. **Innovative business ideas** – Business ideas that consist of generating something new for the market or improvements to an existing product or services.
7. **Installed company** - Company that physically occupies a space made available within the scope of the Business Center, where it develops a regular and continuous activity, according to the corporate purpose or a contractually agreed and specified activity.
8. **Startups** - Young and innovative companies that seek to develop a sustainable and potential business model.
9. **Common Spaces** – Spaces shared by companies and installed projects, and which are intended for collective use.

#### **Article 4 (Competence)**

It is incumbent upon the Mayor of Portimão, with the power to delegate powers, to execute and supervise compliance with these operating rules.

#### **Article 5 (Responsible Entities)**

The Municipality of Portimão is the managing and dynamizing entity of the Incubator, without prejudice to being able to delegate, totally or partially, its management and dynamization.

Autódromo Internacional do Algarve is the entity that owns the space with competences in dynamizing and operating.

## **Chapter II - Location, Facilities and Services**

### **Article 6 (Location)**

The Portimão Business Center and "Startup Portimão" Business Incubator are located at the Autódromo Internacional do Algarve, in Sítio do Escampadinho, Mexilhoeira Grande, 8500-148, Portimão.

### **Article 7 (Facilities)**

1. The Business Center and Business Incubator have as facilities:
  - a. The. Reception, conditioned access;
  - b. Meeting rooms with use by appointment;
  - c. Multipurpose room, for common use and with prior appointment to carry out diverse training and events, as long as authorized by the managing and facilitating entity;
  - d. Rooms with coworking spaces, wide and dynamic spaces, prepared to receive professionals, freelancers or entrepreneurs who need a workplace in a common space;
  - e. Studio rooms, configured as small "islands" of three to six jobs, designed to receive companies and startups, in order to guarantee a collaborative work allowing greater privacy;
  - f. Cup shared with outdoor terrace, in common use for installed companies and visitors;
  - g. Paddock area, in common use by all installed and visitors;
  - h. Sanitary and common circulation facilities.
2. The spaces are properly equipped with essential furniture for the development of the users' activity.

### **Article 8 (Services)**

1. The managing and promoting entity provides the following services in the Incubator:
  - a. The. Permanent operational element on site for the dynamization of the Incubator;
  - b. Telephone network access to national numbers;
  - c. Wi-fi network access;

- d. Use of meeting and training rooms by prior appointment;
- e. Photocopier accessible on site with a card / code available for each installed company, which will be responsible for the costs and direct payments to the company providing the photocopier;
- f. Electricity and water;
- g. On-site parking spaces, with no reserved space, until their capacity, up to a maximum of three parking spaces per contract entered into;
- h. Support to the promotion of the business, through the referencing of its products and services in the social networks of the Incubator;
- i. Participation in training / workshops that may be carried out at reduced costs or free of charge, as defined by the managing and promoting entities;
- j. Cleanliness of the premises.

### **Article 9 (Opening Hours)**

1. Access to the Incubator's facilities is defined by the management entity and will be carried out as follows:

- a. The. From Monday to Friday, between 9 am and 6 pm, the opening and closing doors will be the responsibility of the entity that owns the space with competences in dynamizing and operating.
- b. In order to allow access to entrepreneurs and entrepreneurs, it is ensured by a security element of the entity that owns the space with competences in promoting and operating it, Autódromo Internacional do Algarve.

## **Chapter III - Candidates**

### **Article 10 (Candidates)**

1. Candidates for the Business Center and Incubator may be:
- a. The. Natural or legal persons with an entrepreneur profile, with an innovative spirit, committed to finding the necessary infrastructure to create and manage their own

Startups;

b. Small businesses taking their first steps;

c. Innovative projects;

d. Natural or legal persons already constituted who do not have their own satisfactory facilities for their representation and intend to develop or expand, in an innovative way, their area of activity in the Municipality of Portimão, and / or intend to change their registered office to the address of the incubator ;

e. Non-profit associations, legally constituted, that wish to have their headquarters at the incubator address.

2. Priority will be given to companies that have their registered office in the Municipality and in accordance with the activities of the incubator.

### **Article 11 (Activities to develop)**

In the Incubator, activities will be developed primarily according to the following areas:

a. Smart Cities / Smart Cities - the areas of activity will be related to energy, mobility, tourism, governance and quality of life.

## **Chapter IV – Application Process**

### **Artigo 12.º (Application and Evaluation)**

1. The application process starts with filling in the form available on the website [www.startuportimao.pt](http://www.startuportimao.pt);

2. The form must be duly completed, so that it is possible to collect as much information about the project and the respective promoters;

3. All candidates will be heard in a face-to-face interview, conducted by the managing and facilitating entity;

4. In applications for the hot-desk modality, the appointment of a formal face-to-face interview may be waived;

5. As long as the incubator's capacity is not occupied by more than 80%,

applications can be submitted at any time;

6. From the moment the incubator presents an occupancy of 80% of its total capacity, application phases will be opened for periods of not less than 60 days, and priority will be given to applications for projects related to the activity inherent to each pole;

7. When assessing applications, the selection criteria contained in article 14 of these rules will be considered.

### **Article 13 (Decision Process)**

The decisions regarding the admission of the application and the integration of the entrepreneur in the incubator will be communicated via email to the candidates, within a maximum period of fifteen working days after the formalization of the interview.

### **Article 14 (Selection Criteria)**

1. Applications submitted will be selected according to the following fundamental criteria, according to Annex I:

- a. The. Insertion in the defined strategic areas;
- b. Added value for the local economy;
- c. Valorization of human resources and creation of jobs.
- d. Potential and expected sustainability of the business;
- and. Degree of importance of the company in supporting other resident companies;
- f. Liaison with other municipal or national companies (spin-off).

2. The preferential criterion is the fact that the applicant company is headquartered in the Municipality of Portimão.

### **Article 15 (Documents to be provided)**

1. As soon as the candidate becomes aware of the decision favorable to his

inclusion in the Incubator, he must, within a maximum period of five working days, provide the following documents, under penalty of not being signed the contract:

- a. Copy of the identity card and the taxpayer card, or the citizen card of its constituent members, applying in the case of foreign citizens the respective identification document;
- b. Copy of the legal person identification card;
- c. Copy of the social pact or statute;
- d. Certificate of registration of the Commercial Registry Office or indication of the online access code to the permanent certificate;
- e. Statement of status regularized with the social security and finance services or authorization to access online consultation on the websites of those entities.

1. The documents requested in paragraphs b) to e) of the previous number should only be delivered when they are companies already constituted;
2. In the case of the hot-desk mode, only point a) is applicable.

## **Chapter V - Incubator Installation**

### **Article 16 (Conclusion of contract)**

1. After the application has been approved, an incubation contract will be signed between Parkalgar, SA (entity that owns the space with skills in dynamizing and operating) and the entrepreneurs of the selected projects, which allows the use and enjoyment of the incubator's facilities, as well as , access to the services provided therein, under the terms and conditions established.

2. The contract will take effect for a period of one year, renewable for equal and successive periods, with a maximum limit of three years, without prejudice to the provisions of the following paragraph.

3. After the period of three years, after a duly substantiated proposal and by decision of the managing and promoting entity, the contract may be the subject of another renewal, which may not be less than one year or more than two years.

4. In the act of signing the contract, entrepreneurs installed under a coworking

regime or in studios will pay, in addition to the monthly fee, the same amount as a bond.

5. The incubation contract, in addition to the essential elements, also includes the following:

- a. The price due for the conclusion of the contract;
- b. The term of the contract;
- c. Activity to develop;
- d. Penalties for non-compliance;
- e. The express reference to compliance with the provisions of these operating rules.

6. The use and enjoyment of the Incubator's facilities for a period not exceeding 30 consecutive days (hot-desk mode) depends only on the prior authorization of the managing and dynamizing entity, without prejudice to the execution of the corresponding contract, when justified.

### **Article 17 (Rights of installed companies)**

1. Installed companies have the right to fully enjoy the space indicated in the contract;

2. Installed companies also have the right to use and enjoy the Incubator's facilities, as well as access to the services provided by the managing and dynamizing entity, under the terms and conditions established in the incubation contract.

### **Article 18 (Duties of installed companies)**

1. Installed companies are obliged to comply with the provisions contained in these operating rules, as well as those contained in the contract entered into;

2. Installed companies are responsible for participating in the actions provided for in each incubation phase and for providing all the required information and documentation that is necessary;

3. Installed companies must take out civil liability insurance to cover possible damages caused to their employees or third parties, resulting from the exercise of their activity and accidents at work;

4. Installed companies must make themselves available to participate actively in

the events organized by the Incubator, namely with investors and other entities and in the dissemination actions of the Incubator itself;

5. Installed companies must maintain good relations of coexistence, maintain the discipline of their employees and their customers, as well as give normal and adequate use to common facilities, not preventing their proper functioning;

6. Installed companies are responsible for maintaining the available space, equipment and furniture and all common areas of the incubator in good condition.

### **Article 19 (Conditions of use of the facilities)**

1. Installed companies are responsible for the space allocated to them and for its adequate conservation;
2. Installed companies, in the person of their collaborators, will ensure the efficient and adequate use of equipment for common use and, also, the responsible use of other resources made available to them, such as electricity, internet network and telephone access.
3. The use of common areas and contracted space is a non-transferable right and only for the purposes inherent to the exercise of the activities to be developed determined in the incubation contract.
4. Installed companies may not, under any circumstances, lease or assign, in whole or in part, the contracted spaces under penalty of immediate termination of the contract and consequent loss of right of access to the facilities in the incubator.
5. In the event of temporary cessation of the company's activity, the latter must inform the management entity in writing of this circumstance, indicating the grounds and expected duration of the interruption.
6. Installed companies may not make any changes to the spaces allocated without prior authorization from the management entity.
7. When using common areas, authorized users must ensure the maintenance and cleanliness of the areas used.
8. Smoking is prohibited in the Incubator facilities, under the terms of Law No. 37/2007 of 14 August, amended by Law No. 109/2015, of 26 August.

## **Article 20 (Charges and payment methods)**

1. The amounts due for the use of the Incubator are set out in Annex II, which are subject to annual updating, whenever this is justified, upon approval by the managing and dynamizing entity.

2. The payment of the amounts due by the installed companies must be made monthly until the eighth day of each month, directly to Parkalgar, SA, through IBAN xxxxxxxxxxxxxxxxxxxxxx always referring to your identification, according to the contract.

3. In the case of the hot-desk mode, payment is made before the use of the facilities begins.

## **Chapter VI - Non-compliance and contract termination**

### **Article 21 (Non-compliance situations)**

Installed companies are in default when:

- a. Infringement of the provisions of these operating and access rules, and or of the clauses contained in the incubation contract;
- b. Failure to pay Parkalgar, SA any monthly fee under the terms provided for in the previous article and in the incubation contract.

### **Article 22 (Consequences of non-compliance)**

1. The occurrence of non-compliance by the installed companies, under the terms of the previous article, constitutes a reason for immediate termination of the incubation contract.

2. Causes of immediate termination of the incubation contract are also:

- a. The improper and non-profitable use by the installed companies, of the means and equipment made available by the managing and dynamizing entity;
- b. The insolvency check of the installed company;
- c. The systemic refusal of the installed company to participate actively in the events

organized by the incubator and the demonstration of little interest in the development of the project;

d. The use of space and facilities for purposes and with activities other than those determined in the incubation contract;

e. The lease or assignment, in whole or in part, by the installed company, of the spaces contracted in the incubation contract entered into;

f. The change in the spaces allocated without prior authorization from the managing and facilitating entity.

## **Chapter VII - Final dispositions**

### **Article 23 (Duties of the managing and facilitating entity)**

The managing and facilitating entity undertakes to fully comply with the obligations and duties resulting from the conclusion of the incubation contract, as well as the provision of services to be provided, identified in these operating rules.

### **Article 24 (Exemption of responsibility)**

The managing and promoting entity is not responsible, under any circumstances, for non-compliance with tax, labor, social security, commercial and financial obligations, which are the burden of companies incubated before the State, public entities, collaborating suppliers or any third parties.

### **Article 25 (Copyright)**

The managing and promoting entity undertakes not to copy or reproduce all or part of the candidates' projects.

### **Article 26 (Confidentiality agreement)**

The managing and facilitating entity undertake to preserve and not use the information provided to it by the entrepreneurs, within the scope of the projects to be developed in

the Incubator, for purposes other than the pursuit of the project's objectives.

### **Article 27 (Missing cases)**

Omissions in these operating rules, as well as in the incubation contract, and situations that give rise to doubts, will be decided by order of the Mayor of Portimão or the Councilor with delegated competence.

## Attachment I - Selection Form

Identification	
Promoter (name of responsible person):	
Email:	
Telephone:	

Project	
Name:	Name:
Description of the idea / product / service:	Description of the idea / product / service:
Company formation date (if applicable):	
Activity sector:	
Target market:	
Differentiating factors of the idea / product / service:	
Idea / product / service development phase:	
Team Size / Required jobs:	
Motivation to join Startup Portimão / Business Center:	
Incubation typology:	

Criteria	Rating			
	1	2	3	4
<b>1.</b> 1. Insertion in the defined strategic areas				
<b>2.</b> 2. Adding value to the local economy				
<b>3.</b> 3. Valorization of human resources and job creation				
<b>4.</b> 4. Potential and expected sustainability of the business				
<b>5.</b> 5. Degree of importance of the company in supporting other resident companies				
<b>6.</b> 6. Liaison with other municipal or national companies (spin-off)				
<b>7.</b> 7. Headquarters in the Municipality of Portimão (increase factor)				

Interview data:

Date:

Participants:

Comments:

Decision / Classification:

Monthly amount to apply:

Interviewers:

Heading:

## Attachment II - Price List

Typology	Prices to apply	
Virtual Incubation	30,00€	Monthly
Physical Incubation in Cowork - 1 Job Post - 1st Year	40,00€	
Physical Incubation in Cowork - 1 Job Post - 2nd Year	50,00€	
Physical Incubation in Cowork - 1 Job Post - 3rd Year	60,00€	
Physical Incubation in the Studio - 3-6 Work Stations	40,00€/ PT	
Hot-desk incubation	20,00€	Weekly

1. The values described above are subject to annual updating, whenever this is justified, upon approval by the managing and promoting entity;
2. Project promoters aged between 16 and 30 have a 50% discount on the value of the incubation.