

BFFood

business factory

PROGRAM BASES
7th EDITION

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1. INTRODUCTION

The Business Factory Food (BFFood) is an initiative promoted by the Xunta de Galicia through the *Instituto Galego de Promoción Económica* (Igape) and the *Sociedade Xestora de Entidades de Investimento de Tipo Cerrado* (XesGalicia); coordinated by the Galician Food Cluster (Clusaga), and with the participation of leading companies in the sector, as well as other collaborating entities.

The objective of the BFFood is the incubation, acceleration and consolidation of specialised projects in the food sector and their transformation into innovative, viable and scalable companies that attract and retain talent; thus, contributing to strengthening the positioning of the sector and increasing its international projection.

With the vision of becoming a benchmark in the promotion of open and disruptive innovation in the food sector, it is deployed in three strategic axes focused on the promotion of entrepreneurial culture, the development of an open innovation ecosystem and the promotion of the business fabric. To this end, it has the leadership of the industry and the support of the necessary agents to consolidate an innovation ecosystem in the food sector in Galicia.

The terms and conditions presented here are intended to explain the characteristics of the programme, the terms and conditions of participation of the projects that are candidates for the call and, finally, the legal aspects for the relationship between the participants and BFFood.

In the section "**Characteristics of BFFood**", the initiative is presented, including the differential aspects, among which the leadership of the industry and the support for the complete cycle of the project stand out, the resources made available to the projects and the conditions of financing.

The "**Terms and Conditions**" section details aspects that are important for the participation of projects in BFFood, such as the eligibility or evaluation criteria of the projects, as well as the requirements for the projects during the acceleration and consolidation stages.

The "**Legal Aspects**" section deals with issues such as responsibilities, intellectual property or the protection of the personal data of the participants in the programme.

Finally, the "**Annexes**" contain the entire list of documentation to be submitted for the application and justification of the possible financing of the different entities – Igape and XesGalicia – as well as the topics of special interest defined by and for the food sector.

2. BFFOOD CHARACTERISTICS

This section addresses the characteristics of the BFFood structured in its differential aspects, the resources that will be made available to the participants, the stages in which the programme is structured, the calendar of this edition and the financing conditions.

2.1. DIFERENTIAL ASPECTS OF BFFOOD

Vertical character

The BFFood is a vertical accelerator focused on the food sector. This brings significant advantages to the participating projects, which can count on mentors and tutors specialised in the sector and a specialised network of contacts; and that also share the incubation, acceleration and consolidation process with projects in the same sector of activity, with the consequent generation of synergies.

Full cycle support

Through the appropriate training, acceleration and investment instruments configured in the incubation, acceleration and consolidation stages, BFFood facilitates the sustainable development of entrepreneurship projects.

Industry-led

BFFood is an initiative implemented by the Galician Food Cluster (Clusaga), supported by the Xunta de Galicia, and companies in the Galician food sector, such as: Bodegas Martin Códax, Cafés Candelas, Casa Grande de Xanceda, Ceamsa, Clavo Food Factory, CLUN - Cooperativas Lácteas Unidas, Congalsa, Gadisa, Grupo Calvo, Grupo Lence, Grupo Pereira, Hijos de Rivera, Kiwi Atlántico, Larsa, Nueva Pescanova, Quescrem, Torre de Nuñez, Vegalsa, Viña Costeira.

Direct contact with the food sector in Galicia

BFFood is the gateway to the food industry. Participation in the programme can help your company/project to develop and give it greater visibility to be able to reach companies in the sector.

Open innovation ecosystem

BFFood is an initiative supported by all the agents of the open innovation system: technology centres, clusters, companies, universities, etc., also facilitating access to infrastructures and technical means to support RDI.

International vocation

Ability to attract talent at a global level and support for the internationalisation of projects participating in the consolidation stage.

2.2. BFFOOD STAGES

2.2.1. INCUBATION STAGE

The objective in the incubation stage is for the projects to **validate the identified need and define their business model**. To this end, they will participate in the following activities over a period of **3 months**:

- General and accredited technical training of value for all projects.
- Individualised consulting service for each project (company creation, business development, collaborations, competitors, etc.).

To be eligible for the incubation stage, projects must be submitted through the call that is opened for this purpose through the BFFood website (www.bffood.gal).

2.2.2. ACCELERATION STAGE

The acceleration stage, lasting **9 months**, will aim to speed up the process of developing projects until a **marketable product or service is achieved**, according to the following steps:

- Validation of the business model.
- Development of a minimum viable product (MVP).
- Execution of an iterative process (pivoting) with representative customers.
- Obtaining first orders.

The acceleration stage will have the following support activities:

- Specific training adapted to the needs of the projects.
- Workshops taught by prestigious experts.
- Strategic advice on business, management, intellectual property, financing and other issues.
- Mentoring by management staff or intermediate positions belonging to the food sector.
- Networking through joint activities in which projects can share experiences, collaborate and interact with other agents such as participating in exhibition sessions, visits to companies and others.

As a result of the acceleration process, the projects will develop a business plan and pitch deck that will serve as the basis for the request for financing from public and private investors.

Projects that satisfactorily complete the incubation stage and meet the established eligibility conditions will be eligible for the acceleration stage. The participating projects

will be selected after a Pitchday. Therefore, the projects participating in the acceleration stage will necessarily have previously gone through the incubation stage.

2.2.3. CONSOLIDATION STAGE

The consolidation stage, lasting **9 months**, will aim to speed up the **conversion of projects into stable business models**:

- Increased sales and recurring revenue.
- Progress towards internationalisation.

The consolidation stage will include the following support activities:

- Specific training focused on commercialisation and internationalisation.
- Coaching on business, financing, marketing and internationalisation issues.
- Networking: joint activities through which projects can share experiences, collaborate and interact with other agents such as participating in exhibition sessions, visits to companies and others.

To be eligible for the consolidation stage, projects must be submitted through the call that is opened for this purpose through the BFFood website (www.bffood.gal), and may or may not have previously participated in the incubation/acceleration stages.

2.3. PROGRAMME CHALLENGES

The challenges of the BFFood have been formulated by the sector in accordance with the needs of sectoral innovation and approved by the Executive Board and are applied to give a thematic focus to the call and select the candidate projects.

CHALLENGE 1 – Digitalisation and automation

- Big Data and Artificial Intelligence: Integration of the information systems and infrastructures necessary from data capture, data processing and robustness, to its processing and analysis with artificial intelligence tools for decision-making.
- Digital twin: Advanced process simulation systems that allow rigorous control of systems to avoid problems, prevent downtime, test new business opportunities, plan future scenarios through simulations and customize production based on customer requirements.
- IoT and sensors: Connected devices that allow "real-time" inventory monitoring, predictive maintenance on machines and/or remote control of conditions to ensure the safety and quality of the final product, with special application in the HORECA channel.

CHALLENGE 2 – Traceability, quality and food safety

- Digitised quality management systems (QMS) (paperless): which make it easier for information to be generated, processed, archived and consulted, both by the companies themselves and by the different agents involved in the entire food value chain, in a substantially more efficient, secure and reliable way.
- Automatic continuous measurement systems: Systems for the monitoring and quality control of food through the use of sensors, which offer results of objective parameters, which can be adapted to a process line.

CHALLENGE 3 – Logistics

- Smart labelling: a comprehensive and customisable product labelling system that allows comprehensive traceability throughout the entire value chain. In particular, it is intended to optimize logistics and inventory management in the controlled locations.
- Logistics 4.0: Solutions that involve supply chain optimisation. Of particular interest are innovative systems that, through interconnection, new interfaces and/or new scheduling, guarantee more efficient shipment management in terms of demand forecasting, a reduction in stocks and storage, route optimisation, customer geolocation, location knowledge and traceability of goods.

CHALLENGE 4 – Sustainability

- Innovative, sustainable packaging and new materials: Solutions that minimize the environmental impact due to the use of plastics in food packaging. Of special interest are projects for new plastic substitute materials, fully biodegradable, which guarantee the organoleptic characteristics of packaged products.
- Recovery of waste and co-products: developing new products or new applications, through which it is possible to channel supply and demand imbalances as well as food by-products, transforming them into innovative and healthy proposals for industry and/or the end consumer.
- New eco-efficient and demand-driven transformation processes: Solutions that facilitate the implementation or improvement of transformation processes to make them more eco-efficient. It is about advancing in a sustainable, efficient and optimised use of energy resources and raw materials and reducing as much as possible the waste and emissions generated in the production process of a certain product.

CHALLENGE 5 – New product development

- Healthy products and personalised nutrition: New food products, improved products and/or food biotechnological applications aimed at a functional and nutraceutical diet for health and active ageing.

- New ingredients and properties: New biotechnological solutions, sustainable and organic substances that allow organoleptic, nutritional or functional improvement of a food product.

CHALLENGE 6 – Process innovation and commercialisation

- Marketing and interaction with customers and consumers: innovative ICT solutions that accompany the value propositions of the food sector and represent new characteristics of interest both for customers and for any agent in the food value chain, facilitating communication in both directions.

CHALLENGE 7 – Free Challenge

Any project that can be applicable to the food sector and that involves the introduction of some type of innovation or improvement.

Any initiative/project that involves an innovation, in a broad sense (product, process, marketing, etc.), for the food sector in Galicia, from the origin and treatment of the raw material through fifth-range products to closing the food circle, seeking the circularity of the flow of products and services used in the different phases of the main value chain, is considered to be of interest as well as the lateral links.

2.4. RESOURCES AVAILABLE TO SELECTED PROJECTS

Participating projects will be able to benefit from the following resources.

2.4.1. FUNDING

Projects participating in the acceleration and consolidation stages will have access to financing as expressed in the following table:

STAGE	TYPE	ENTITY	QUANTITY
Acceleration	Grant	Igape	25.000 €
	Equity participation / Shareholder's loan (with option to capitalize) ¹	XesGalicia	Up to 50.000,00 €
Consolidation	Equity participation / Shareholder's loan (with option to capitalize)	XesGalicia	Up to 250.000,00 €

Likewise, the projects participating in the acceleration stage may request a cheque for the contracting of technical and technological services, which serve for the development and improvement of their products.

In addition, the BFFood team is responsible for detecting possible additional sources of financing, both through the identification of possible aid, as well as access and presentation to investors.

In section 2.7 Financing Conditions, further details are provided on these financial support mechanisms.

¹ This option is subject to the favourable conclusion of the investment analysis process and compliance with the conditions and requirements established by Xesgalicia. In addition, the amount will be conditional on other partners or financiers providing at least the same financing for the project; in the event that the repayment of the financing with other financiers is less than 5 years, the repayment of the Xesgalicia equity loan will be made in proportion to the financing that served as the basis for granting the equity loan.

2.4.2. TRAINING

BFFood offers a training programme run by the three Galician universities. This programme has a teaching panel made up of professionals of high prestige and thematic experience. The training programme, which will be taught online, will cover topics such as innovation, business plan, financial planning, or market entry strategies. This training programme is mandatory for projects entering the incubation stage.

In addition, brief and specific training actions are offered on topics relevant to entrepreneurship (financing, intellectual property, marketing, etc.) appropriate to the three BFFood itineraries.

2.4.3. MENTORING AND THE POSSIBILITY TO COLLABORATE WITH LEADING COMPANIES

During their time at the BFFood, participating projects will have the opportunity for the leading companies to get to know the projects. In addition, projects in the acceleration stage will have a specific mentor belonging to a company or entity in the food sector, with a career and experience related to the specific field of the project, who will provide guidance and individualised mentoring. It will also be able to give them access to technical resources and visits to their work centres where they can validate the developments carried out if the degree of maturity of the project requires it. It is also possible that the tractor company will transfer to the project its interest in developing a proof of concept, with the testing of the product or service in the tractor company.

2.4.4. STRATEGIC ADVICE

Projects that enter the incubation and acceleration stages will receive a personalised strategic advisory service, with individualised sessions adapted to their degree of maturity. This process will include co-creative days between the advisory team and the project team, establishing an initial planning of the work, flexible and expandable according to the needs of the project.

In the incubation stage, the focus will be on technology watch, training the team in benchmarking, trend identification, competitor analysis and potential markets. With this knowledge, support will be provided in the co-creation of the value proposition and the design of applications, considering the evaluation of the market, possible collaborators and marketing channels.

With data as a strategic pillar, specialised assistance will be provided in the definition of the business model and scalability plan, ensuring the best possible fit for its development. This will include developing a solid business plan, designing support strategies, and accessing funding and investors.

Within the strategic support, work will be done on the identification and protection of the project's intellectual property, as well as on the use of knowledge of the environment to evaluate the market, detect trends and define protection strategies. All this will contribute to the development of a pitch with impact.

Projects that enter the acceleration stage will receive intensive support focused on defining strategic needs, opportunities and barriers for the development of the business model and its positioning in the market.

Specialised advice will be provided on:

- Access to finance and investment, facilitating connections and information.
- Protection and exploitation of industrial and intellectual property.
- Marketing strategies and scalability of the project.
- Preparation and refinement of the pitch, ensuring a strategic approach.

In addition, support will be provided in the preparation of key documentation for the investment, ensuring that the project is ready to present its proposal to potential financiers.

In a transversal phase, active monitoring and advice will be carried out in the processing of public financing aid, adapted to the needs of each project.

2.4.5. NETWORKING

Among the activities planned by BFFood is to promote networking between the projects and the different institutions, companies and other entities in the food sector, favouring the creation of bridges and communication channels that increase the visibility of entrepreneurial initiatives in the food sector ecosystem, as well as with other relevant institutions.

2.4.6. VIRTUAL OFFICE AND SPACES

During their participation in the BFFood programme, participating projects will be able to request virtual office services (registered office and reception of correspondence and parcels) at the Clusaga facilities (Santiago de Compostela). They will also be able to book offices for meetings (1.5 hours per month). After passing through the BFFood, beneficiary companies that have established their registered office in Clusaga must change it.

2.5. CALL FOR APPLICATIONS AND SELECTION PROCESS

The call for applications and selection process for participating projects is as follows:

2.5.1. STEP 1 – CALL FOR PROJECTS

Once the registration period for projects has opened, they will be able to submit their applications through the BFFood website (www.bffood.gal). To register a project, a form must be completed on the website itself, after registering on it. In case of doubts about the process, candidates may contact Clusaga:

Email: info@bffood.gal | **Phone number:** +34 629 99 10 23

This step contemplates the recruitment of projects for participation in the incubation/acceleration and consolidation stages.

2.5.2. STEP 2 – EVALUATION AND SELECTION OF PROJECTS FOR INCUBATION STAGE

All projects submitted in accordance with the terms and conditions set out in these terms and conditions will be considered. (section 3).

The evaluation and selection will follow the following steps:

- **Verification of compliance with the minimum requirements** (section 3.1) and **eligibility criteria** (section 3.2) contained in these regulations, which will be assessed by the Management Team taking into account the information submitted in the application form. The Management Team may require the amendment of the submitted documentation if necessary.
- **Assessment of project and team quality and selection of projects:** Only projects that meet the minimum requirements and eligibility criteria will be evaluated. The quality of the project and the suitability of the team for its guaranteed implementation will be assessed, as well as the suitability of the project to the challenges set out in this document of bases (see evaluation criteria in section 3.3) and in the call for applications. This will be assessed by an evaluation committee made up of the Executive Committee, the leading companies, and entities of the Technical Committee.

There are the following specificities for the evaluation in each stage:

STAGE	EVALUATION AND SELECTION PROCESS
Incubation	1. The evaluation team evaluates the quality of the project and the team. 2. Online personal interviews will be held with the 20 projects that receive the highest score in the evaluation, which will allow the evaluation committee to expand information and clarify doubts they may have. 3. Of the 20 projects interviewed, a maximum of 14 projects will be selected to participate in the incubation stage. It is the Executive Committee that validates and ratifies the selection.
Acceleration	1. The (maximum) 14 projects that have participated in the incubation stage are eligible for the acceleration stage. 2. The evaluation will be carried out by means of a Pitchday. The quality of the project and the suitability of the team for its guaranteed start-up (section 3.3), will be assessed, taking into account the business plan drawn up during the incubation stage. This will be assessed by the evaluation committee. 1. A maximum of 10 projects will be selected to participate in the acceleration stage. The Executive Committee will validate and ratify the selection.
Consolidation	1. The evaluation team evaluates the quality of the project and the team. 2. The 10 projects that receive the highest score in the evaluation will be invited to participate in the Pitchday. 3. A maximum of 6 projects will be selected to participate in the consolidation stage. It is the Executive Committee that validates and ratifies the selection.

- **Communication and acceptance of participation:** the projects selected in each stage will receive a formal invitation in the email indicated in the application form to join the programme in the corresponding stage. The person responsible for the project must formally accept the invitation within 5 calendar days by responding to the email received. Otherwise, the Executive Committee of the programme may extend the invitation to the next project in the ranking of projects.
- **Formalisation of participation:** Once they accept the invitation to participate in the BFFood programme, the projects will prepare, together with the BFFood team, a Framework Agreement that will include the commitments assumed by BFFood and by the projects, according to the stage (incubation, acceleration or consolidation) in which they take place.

In the case of projects in the acceleration stage, the collaboration agreement between the project and the leading entity that is interested in mentoring the project will also be prepared.

Likewise, the financing agreements will be signed, which will be as many as the financing entities decide to finance the selected project, being able to establish rights and obligations bilaterally between the financing entity and the project.

2.6. CALENDAR

The registration period for projects will begin from the publication of the opening of the call on the BFFood website (www.bffood.gal). Only project registrations received within the established period and through the means enabled for this purpose (BFFood website) will be assessable in the programme.

At the end of the registration period, the project evaluation and selection stage will begin.

The estimated timetable and deadlines for the VII Edition are as follows:

STEP	ESTIMATED DATE
Call opening (incubation/acceleration and consolidation)	12/03/2025
Incubation call cut-off	30/04/2025
Evaluation of incubation applications	21/05/2025
Online interviews for best incubation projects	23/05/2025
Communication of projects selected for incubation	26/05/2025
Start of incubation stage	02/06/2025
Cut-off of call for consolidation	02/09/2025
PitchDay (for selection of projects in acceleration and consolidation)	19/09/2025
Start of acceleration and consolidation stages	20/10/2025
Completion of acceleration and consolidation stages	19/06/2026

The deadlines and specific dates for each edition will be published on the BFFood website.

2.7. FINANCING CONDITIONS

The financing proposed by BFFood is a combination of the following modalities:

- Financing of Igape
- Funding from XesGalicía
- Technology checks
- External financing

2.7.1. IGAPE FUNDING

Igape will grant projects that access the acceleration stage up to €25,000 non-refundable and subject to the *de minimis regime*, provided that the commitments of the Framework Agreement are fulfilled and the Executive Board validates the completion of the first stage in accordance with the conditions required in the support plan signed by the accelerated project. In order to make this direct grant of the subsidy effective, it will be necessary to sign an agreement between Igape and the project prior to the Acceleration Stage and to provide the indicated documentation, as presented in Annex I of this document of bases.

Eligible expenses will be considered those that respond to the nature of the subsidised activity and are strictly necessary for the development of the project according to the planned activities and in the time period corresponding to the acceleration stage. In no case may the cost of acquiring the eligible expenses be higher than the market value. Only those expenses incurred within the period between the start and end date of the acceleration stage will be accepted.

The incompatibility of the aid granted by Igape to projects that participate or have participated in other acceleration programmes financed with funds from Xunta de Galicia or that have received funding from Igape in such programmes is established.

2.7.2. XESGALICIA FUNDING

For the acceleration and consolidation stages, XesGalicia may finance through participation in the company's share capital or by granting a participative loan, with or without capitalisation option, each of the selected projects that pass the investment analysis process carried out by XesGalicia's team and decision-making bodies.

The investment or financing vehicle will be the Investment Fund that best adapts to the stage of the project's evolution and this support will be conditional on other partners, investors or financiers making, at least, in monetary contributions, disbursements in the same amount.

In general, the maximum amount will be up to €50,000 in the acceleration stage and €250,000 in the consolidation stage. However, these amounts may be exceeded if the characteristics of the project so advise, as long as they do not exceed the amounts allocated globally to the programme in the same year.

To benefit from this financing, the company must be incorporated and have its registered and tax address in Galicia.

The proportional amortisation of all the financing forces of the project will be ensured.

The companies financed by XesGalicia will be subject to subsequent monitoring for which they must provide periodic economic-financial information and any other information and/or documentation that is considered necessary for the evaluation of the evolution of the associated project.

For more information on this type of financing, see Annex II of this document of bases.

2.7.3. VARIABLE OPERATIONAL FUNDING: ACCESS TO TECHNICAL MEANS AND SERVICES

As a variable and additional complement to the economic contributions described in this section, the projects participating in the acceleration stage may request a cheque for the contracting of technical and technological services, which serve for the development and improvement of their products, such as:

1. Technical means: facilities, equipment and machinery necessary for the development of products and services in the food sector, such as laboratories, advanced technology pilot plants or specialised technological equipment.
2. Technical services: specialised services necessary for the development of products and services in the food field, such as physico-chemical analysis services, food processing services or technical support services for food research.

This mechanism will be enabled through 9 cheques of €10.000 and 6 cheques of €5.000. In each edition, the BFFood Management Team will make a call that will define the specific conditions for the management of these cheques. This call will be aimed exclusively at the projects that are participating in the acceleration stage in each of the editions. Up to 5 beneficiary projects will be selected in each edition.

2.7.4. EXTERNAL FINANCING

Tractor companies present in the Council of Tractor Entities may sign agreements with the participating projects to place the first orders for these, the terms of which must be set between the project and the tractor company.

Likewise, the companies of said Committee of Leading Companies will have preference when it comes to participating in the capital of the projects participating in BFFood, conditions to be established between the project and the interested leading companies.

In parallel to the financing commitment signed with BFFood, participating projects may sign bilateral financing agreements with third parties, establishing the obligation to communicate these agreements.

3. TERMS AND CONDITIONS

This chapter details the different conditioning factors that determine the relationship between BFFood and the projects that apply to the call and participate in the programme. Firstly, the minimum requirements are listed, which are the basic conditions that must be met by the projects that opt to enter BFFood. Secondly, the so-called eligibility criteria are explained, which are those characteristics that projects must present in order to be considered eligible and, therefore, to be evaluated in the selection process. Thirdly, the evaluation criteria are explained, which determine the aspects that the Executive Board will analyse to select the candidate projects, and their relative weight. Below are the general commitments and requirements that projects participating in BFFood must respect while their relationship with BFFood is in force. Finally, the incompatibilities are pointed out, by which it is established that certain entities, given their involvement in BFFood, cannot submit projects to the call.

3.1. MINIMUM REQUIREMENTS

The minimum requirements that all projects must meet will be the following:

- Each business initiative (whether constituted or not) may submit several projects to different challenges, but will only be eligible for one of them. If, however, the projects are from a university, a technology centre or similar, more than one project derived from these entities may be eligible.
- All members of the project team must be of legal age.
- The projects must have the intellectual and/or industrial property of the idea, product or service presented or, failing that, have the corresponding permissions for the use of intellectual and/or industrial property of third parties.
- Projects that do not have their own legal entity at the time of submission of the application acquire the commitment to develop a business project with the Autonomous Community of Galicia as a place of reference, as well as to constitute a company and a centre of activity, prior to their participation in the acceleration or consolidation stage.
- Projects formally constituted as a company (for the definition of a company, the definition established by the European Commission in Annex I of Regulation (EU) No. 651/2014 (DOUE L 187, of 26 June)) will be used to opt for the acceleration stage may not exceed a maximum age of 5 years (60 months) from the date of opening of the registration period. For the consolidation stage, they must be formally constituted as a company with a maximum of 7 years (84 months) from the date of opening of the registration period.

The projects must have a registered office or centre of activity in the Autonomous Community of Galicia prior to their participation in the acceleration and consolidation stages. This will not be required to participate in the incubation stage.

3.2. PROJECT ELIGIBILITY CRITERIA

Project scope: sector and challenges

In general, the projects must belong to the food sector or be applicable to the food sector, which is the vertical in which BFFood is specialised as an accelerator. In this global framework, projects must specifically respond to more specific issues defined through the challenges established in these Call Bases (section 2.3), approved by the Executive Committee at the proposal of the member companies of the Committee of Leading Companies.

Nature of the projects

BFFood targets startups, spin-outs and spin-offs:

- Startup: A recently created company promoted by entrepreneurs in a personal capacity in the start-up phase, generally associated with innovation and with a scalable business model.
- One company spin-out: Newly created company resulting from the spin-off of a project from an existing company.
- Several companies spin-out: A recently created company resulting from the spin-off of a project developed collaboratively by several companies.
- Spin-off: Newly created project/company born from an innovative development originating in universities or technology centres.

Project development phase

Projects at different stages of development may be eligible to participate in BFFood:

- Pre-seed: projects that have a business idea that they want to transfer to a minimum viable product and a formalised company. They will opt for the incubation/acceleration stage.
- Seed: projects of already constituted companies that have a product idea and an MVP in development but do not yet have sales. They will opt for the incubation/acceleration stage.
- Early stage: projects with a product or service developed, a defined business model and that already have sales. They will opt for the consolidation stage.

3.3. EVALUATION CRITERIA

In the applications received, the team and the project will be mainly assessed. They will have a weight of 60% and 40% respectively in the case of pre-seed or seed projects that opt for the incubation/acceleration stage and 40% team and 60% project in the case of early stage projects for the consolidation stage.

Specifically, the following aspects will be taken into account:

Equipment Evaluation Criteria

The trajectory and suitability of the team to the project presented will be evaluated. It will be valued:

- Skills, knowledge and experience in the food sector or area of application of the project.
- Adequacy and complementarity of the team's training and experience to the needs of the project.
- Commitment, motivation and dedication of the entrepreneurial team.
- Risk assumed by the promoter/management team.

Project evaluation criteria

- Degree of innovation. Understood as the scientific, technological or knowledge base on which it is based, as well as the ability of the differentiating attributes incorporated in the value proposition to be winners.
- Degree of acceleration or ability to develop a minimum viable product (MVP) over the course of the programme and execute the project.
- Degree of scalability or potential for growth and generation of economies of scale.
- Ability to consolidate in the market and generate recurring revenue.
- Socioeconomic impact. Viable initiative that contributes to the revitalisation of the business fabric.

In the case of spin-outs/spin-offs, the commitment of the company(s) and/or university/technology centre to the project and the team will be ensured.

3.4. GENERAL COMMITMENTS

The commitments to which the projects adhere, in general, will be the following:

- Accept and comply with the bases of the programme.
- Ensure that the information provided is reliable.
- Comply with the periodic reporting requested from BFFood.
- Comply with the deadlines set by BFFood for the provision of information.
- Ensure the delivery of all additional information that may be required throughout the programme.
- Keep the project and team member information on the BFFood management platform up to date during the life of the programme.
- Collaborate in the promotional activities of the BFFood programme.
- Notify any significant changes related to the composition of the promoter team, the entry of new partners in the share capital, name, brands and logos, as well as provide any other substantial information on the project, during the validity of the programme.
- Attend and actively participate a minimum of two registered members of the promoting team in all of each of the activities of the programme.

3.5. REQUIREMENTS TO MEET THE COURSE OF THE INCUBATION, ACCELERATION AND CONSOLIDATION STAGES

- Dedication to the team's project and to the profiles committed to the Framework Agreement. **Projects in the incubation, acceleration and consolidation stage must have at least two full-time people for the project.** In the case of projects from spin-outs and/or spin-offs, they may include part-time people as long as the sum of all the dedications is the equivalent of at least two people at 100% each, who must cover the profiles of manager, technical manager and commercial manager.
- Compliance with the milestones and indicators defined in the Framework Agreement or, failing that, reasoned justification for non-compliance.
- Mandatory participation in the training, strategic advice, mentoring, networking activities carried out in the initiative.
- Sign, in the case of projects in the acceleration stage, the corresponding singular agreement that will establish the terms and conditions of execution of the subsidy granted by Igape and that will be an essential requirement for the receipt of it.
- Publicise the funding and support obtained by the BFFood programme in the dissemination activities related to the project, as well as on its website.
- Transparency of projects when reporting on their evolution and results.
- Agree to participate in BFFood dissemination, promotion and image activities.

3.6. INCOMPATIBILITIES

With regard to the consideration of a candidate project as suitable for the selection process, the following incompatibilities will be taken into account:

- The members of the Executive Committee may not participate as a promoting team and/or be members of the selected projects. In the case of personnel assigned to their respective entities, the express consent of all the members of the Executive Committee will be required.
- The members of the Management Team may not participate as a promoting team and/or be members of the selected projects.
- A project participating in BFFood will not be able to receive funding through similar existing programmes in Galicia, such as BFAero, BFAuto, BF Climatech o VíaGalicia. However, if the same promoter entity presents a different project, this incompatibility will not apply, allowing its participation and access to financing.

The members of the teams of the projects participating in BFFood may not have any contractual relationship or, otherwise, present any type of conflict of interest with any of the entities and companies that are part of the Executive Board, the Evaluation Committee, or the Management Team or the bodies dependent on them or companies subcontracted by them.

4. LEGAL ISSUES

Since exchanges of information will take place throughout the different stages of the programme, it is important to make clear its use and the responsibilities arising from it.

4.1. ACCEPTANCE OF THE BASES

Participation in the call implies acceptance of this document of bases, without exceptions or conditions, as well as any resolution that may occur.

In the event that it is found during the development of the programme that any member of any of the participating teams does not comply with the commitments signed in the Framework Agreement, the Executive Board reserves the right to demand compliance with these, and if this is not the case, the application will be excluded.

In this sense, the projects will be subject to continuous evaluation throughout all stages of the programme, so that all those that do not comply with the requirements, obligations and milestones established may be excluded from it and, consequently, lose the benefits derived from it following a reasoned report from the BFFood Executive Committee.

Likewise, BFFood reserves the right to cancel, modify or suspend any aspect or criteria of the call and selection process.

The commitment assumed by the acceptance of this document of bases will take effect from the acceptance of these and will remain in force until five years after the end of the call in which they have been accepted.

4.2. RESPONSABILITY

Applicants will be responsible for all damages, direct or indirect, that are caused or may be caused by the violation of these document of bases, exonerating those responsible for the programme from all liability in this regard, without any exception.

Under these terms, applicants will be responsible for the infringement of the rights of third parties during their participation in the programme of this call and must compensate the affected third parties and, where appropriate, those responsible for the programme for any damage or harm caused and claimed judicially or extrajudicially, expressly including the fees of the professionals involved in the procedures, for non-compliance with the obligations described in these document of bases.

4.3. INTELLECTUAL PROPERTY

Projects will have to have, if applicable, the intellectual property of the idea/project presented, or have the corresponding permissions for its use, as this is a minimum requirement set in the terms and conditions.

Each applicant warrants that the content of their submission is of their original creation and does not infringe any rights, including the intellectual property rights of any third party and that the content is not illegal, nor has it been created in breach of any contractual obligation to a third party.

The information provided by the applicant must be correct, truthful and complete, with the applicant assuming full responsibility for any inaccuracies. Otherwise, BFFood shall have the right, without prejudice to any other legal means, to withdraw, refuse or suspend the rights granted to the applicant in this document of bases.

The participant expressly authorises those responsible for the programme to use their name and image in advertising material related to this call, without any consideration. By submitting their application, the participant assumes that the submission of the application document confirms the voluntary nature of the application.

The applicant agrees that the programme managers will take the decisions regarding the call, as well as the final selection of projects of the programme. The applicant acknowledges that, even if his/her project is selected, those responsible for the programme are not obliged to develop the programme completely.

4.4. DISCLOSURE OF INFORMATION

Participants consent to the use of the basic data of the project during the evaluation processes contemplated in the bases.

Likewise, the acceptance of these document of bases authorises the promoting entities to use the logo, name of the project, or any other type of audiovisual support developed or recorded in the course of the programme, in all those dissemination and communication activities that they consider appropriate, regardless of the medium or format used.

The content of all ideas and projects submitted to this call, and all data and information of any kind provided by the applicant, will be treated as confidential by BFFood, which undertakes not to use them for purposes other than those arising from this document.

4.5. COMMUNICATIONS

All notifications related to the development of the programme will be published on the BFFood website (www.bffood.gal) and will be available for consultation at the offices of the Galician Food Cluster. Any other notification of an individual nature will be communicated through the email or telephone number used in the registration of the project on the website, or in the one that is subsequently provided by the main promoters of the project for this purpose.

4.6. PROTECTION OF PERSONAL DATA

In compliance with Regulation (EU) 2016/679 on the protection of personal data, we inform you that the data controllers of the data provided as a participant will be processed by the promoters and collaborators of the BFFood programme, formed between the

Galician Institute for Economic Promotion with CIF Q6550010-J; XesGalicia Sociedad Gestora de Entidades de Inversión de Tipo Cerrado, S.A.U. with CIF A-15.674.203; Galician Food Cluster with CIF G-27407212, with the purpose of evaluating the projects presented, managing participation in the programme, disseminating and promoting it publicly.

The legitimacy for the use of your data is based on the acceptance of all that is established in this document of bases, the related legal obligations, as well as on consent. The recipients of the information will be all the promoting entities, as well as third parties in compliance with the related legal obligations.

The expected storage period is that established in each of the stages of the project indicated in these document of bases, as well as the necessary to comply with the related legal obligations and in any case as long as the consent given is not withdrawn. It is not planned to carry out an international transfer of data except for storage purposes, in which case it complies with the existence of adequate guarantees and in entities adhering to the privacy shield agreement ().

The participant may exercise their rights of access, rectification, deletion, data portability, limitation and opposition, as well as the revocation of the consent given, where appropriate, by contacting BFFood through the email info@bffood.gal. You can also file a complaint with the Spanish Data Protection Agency if you consider that your rights have been violated. More information at www.bffood.gal.

4.7. CLAIMS

For the interpretation and compliance with these document of bases, the Executive Committee and the participants in the programme will be subject to the application of Spanish laws.

Any dispute arising from the interpretation or execution of this document shall be resolved directly by the parties, for which purpose they undertake to make, in good faith, their best efforts for the consensual resolution of their disputes, in accordance with the common intention expressed therein, within a maximum period of fifteen (15) business days from the date on which either of the parties gives written notice to the other with respect to any claim, without the lack of response by said other party suspending the aforementioned period.

Any dispute, controversy or claim resulting from this document or its interpretation that could not be resolved in accordance with the provisions of the preceding section, as well as those relating to non-compliance, termination or nullity, shall be resolved by arbitration. The arbitration will take place in the city of Santiago de Compostela. The arbitration award shall be final and unappealable, waiving any available recourse against it.

4.8. MISCELLANY

- BFFood does not guarantee the availability and continuity of the operation of the platform or the services hosted on it, as it may suffer interruptions or defects in its operation. BFFood assumes no liability for any damage or loss suffered by the plaintiff due to the non-functioning or inability to use the information or services provided through the enabled platform. And it will not be responsible for any damage or loss that may be caused by interference, omissions, interruptions, computer viruses or disconnections in the portal and the services for any reason, including causes beyond the control of BFFood.
- The applicant will not use the platform to submit content that may violate current law or public morals or any other content that is harmful, abusive, disrespectful, defamatory, vulgar, obscene, racist or in any other way; perform any illegal or fraudulent act; or submit any documentation or material unrelated to the purposes of the call or BFFood as a whole. BFFood reserves the right to remove any content that violates this document of bases.

Participants in the programme assume the obligation to provide, within the duration provided for in the last paragraph of the section "Acceptance of the Bases", the additional documentation that may be required by those responsible for the programme to comply with information obligations that may arise from regulations currently in force or that may come into force during the duration of the programme. Failure to provide this information within the period granted may lead to the suspension and/or termination of the programme with respect to the violators.

In the event of discrepancies between the Spanish, Galician and English versions of the document of bases, the Spanish version will prevail.

ANNEX I – Model agreement for direct granting and regulation of the conditions for the execution of subsidies for projects in the acceleration stage

MODELO DE CONVENIO DE CONCESIÓN DIRECTA

CONVENIO ENTRE O INSTITUTO GALEGO DE PROMOCIÓN ECONÓMICA (IGAPE) E _____ MEDIANTE O CAL SE PROCEDE Á REGULACIÓN DAS CONDICIÓN DE EXECUCIÓN DAS SUBVENCIÓN PREVISTAS NO CONVENIO ASINADO ENTRE INSTITUTO GALEGO DE PROMOCIÓN ECONÓMICA (IGAPE), SOCIEDADE XESTORA DE ENTIDADES DE INVESTIMENTO DE TIPO PECHADO, S.A.U. (XESGALICIA), E ASOCIACIÓN AGRUPACIÓN INDUSTRIAL ALIMENTARIA DE GALICIA PARA A CONTINUIDADE DO FOCO DE EMPRENDEMENTO NO SECTOR ALIMENTARIO DE GALICIA (BUSINESS FACTORY FOOD – BFFood)

Dunha parte, Covadonga Toca Carús, en Directora Xeral do Igape, segundo Resolución do 17 de outubro de 2023 pola que se dá publicidade do Acordo do Consello de Dirección que aproba o texto refundido que recolle as delegacións de facultades na Dirección Xeral.

Doutra parte, D/D^a. _____, con NIF _____, e domicilio para os efectos de notificacións en _____, en nome e representación da empresa _____, promotor do proxecto _____.

EXPOÑEN:

I. Que o Igape, XESGALICIA Sociedade Xestora de Entidades de Investimento de Tipo Pechado SAU (en diante, XesGalicia) e a Asociación Agrupación industrial Alimentario de Galicia (en diante, Clusaga), asinaron un convenio para a continuidade dun foco de emprendemento no sector alimentario en Galicia (Business Factory Food - BFFood).

II. Que o citado convenio prevé diversas achegas económicas para os proxectos apoiados no marco do Programa BFFood, condición que cumpre o proxecto anteriormente indicado.

III. Con base no exposto, ambas as partes acordan subscribir o presente convenio, con suxeición ás seguintes,

CLÁUSULAS:

Primeira. Obxecto

O presente convenio ten por obxecto regular os termos e condicións de execución da subvención prevista no convenio asinado entre Igape, XesGalicia, e Clusaga para a

continuidade dun foco de emprendemento no sector alimentario de Galicia (Business Factory Food – BFFood).

Esta subvención ten por obxectivo o financiamento das actividades para desenvolver polo proxecto durante a fase de aceleración de 9 meses do programa BFFood, que se centrará en:

- Validar a necesidade identificada.
- Desenvolver un produto mínimo viable.
- Realizar un proceso iterativo con clientes representativos.
- Conseguir unha pre-venda/venda.
- Definir o modelo de negocio

Incorporarase ao presente convenio un documento descritivo das características particulares do proxecto, segundo o modelo que para ese efecto se facilita.

Segunda. Financiamento e gastos subvencionables

O importe total da axuda para conceder por parte de Igape é dun máximo de 25.000 €.

Terán a consideración de gastos subvencionables aqueles que respondan á natureza da actividade subvencionada e resulten estritamente necesarios para o desenvolvemento do proxecto segundo as actividades previstas e no período temporal correspondente á fase de aceleración. En ningún caso o custo de adquisición dos gastos subvencionables poderá ser superior ao valor de mercado.

Só admitiranse aqueles gastos que fosen realizados dentro do período comprendido entre a data de inicio e fin da fase de aceleración definida no documento descritivo incluído no presente convenio.

A modo indicativo, considéranse elixibles os seguintes conceptos:

- Custo de persoal suxeito a relación de carácter laboral, incluídos os promotores do proxecto ata un máximo do 30% do seu custo salarial
- Custos de participación en feiras, congresos e outras actividades de networking específicas para o proxecto
- Adquisición de equipamento e material instrumental na medida en que se utilicen para as actividades de aceleración
- Custos de obtención, validación e defensa de patentes e outros activos inmateriais; incluíranse os derivados da obtención de certificacións oficiais necesarias para a viabilidade do proxecto
- Servizos tecnolóxicos externos
- Servizos de apoio para a elaboración do plan de negocio, para a saída ao mercado, ou para a procura de investidores

- Subcontratacións, cun límite máximo do 50% da axuda.

De acordo con o establecido no artigo 29.3 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia, cando o importe do gasto subvencionable iguale ou supere a contía de 15.000,00 € no suposto de subministración de bens de equipo e servizos por empresas de consultaría ou asistencia técnica, o beneficiario deberá solicitar como mínimo tres ofertas de diferentes provedores, con carácter previo á contratación do compromiso para a prestación do servizo ou a entrega do ben, salvo que polas especiais características non exista no mercado suficiente número de entidades que as realicen, presten ou fornezan, o que deberá xustificarse expresamente, ou salvo que o gasto fose realizado con anterioridade á solicitude da subvención. A elección entre as ofertas presentadas, que deberán presentarse na xustificación, deberá xustificarse expresamente nunha memoria cando a elección non recaia na proposta económica máis vantaxosa.

Consideraranse subcontratacións as actuacións contratadas con organismos de investigación ou outras entidades, que supoñan a execución dunha parte das actividades incluídas no programa de aceleración que constitúe o obxecto da subvención. A subcontratación deberá estar debidamente xustificada e motivada e deberá cumprir co establecido no artigo 27 da Lei 9/2007 do 13 de xuño, de subvencións de Galicia, tendo en conta que, en todo caso, esta non poderá superar o límite do 50% do custo total da actividade subvencionada.

Nos casos en que se realice esta subcontratación, os beneficiarios deberán achegar unha declaración expresa de que as persoas ou entidades subcontratadas para as actividades subvencionadas non están vinculadas con eles, de conformidade co artigo 27.7 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia e no seu Regulamento

No caso de que o importe do IVE non sexa recuperable, poderá ser considerado un gasto subvencionable. Neste caso deberase presentar un certificado relativo á situación da entidade con respecto ao IVE.

A Xunta de Galicia achegará o financiamento destas axudas a través dos mecanismos previstos no ordenamento xurídico, sendo condición indispensable para a súa concesión, o cumprimento por parte dos seleccionados dos requisitos legais para ser beneficiarios.

Terceira. Réxime de pagos

Ao amparo do previsto no artigo 31.6 da Lei 9/2007, do 13 de xuño de subvencións de Galicia, e no artigo 63 do Regulamento de desenvolvemento da devandita Lei, poderanse realizar pagos anticipados, respondendo estes a entregas de fondos con carácter previo á xustificación, como financiamento necesario para poder levar a cabo as actuacións inherentes á subvención.

As instrucións detalladas e os formularios correspondentes para a presentación da documentación xustificativa serán fornecidas polo Igape, sendo preciso presentar a documentación de forma ordenada seguindo a estrutura establecida nas devanditas instrucións. A documentación presentarse vía electrónica, na oficina virtual do Igape

na páxina <https://www.igape.gal/gl/oficinavirtual>, en particular a través do código de procedemento PE001, achegando as copias dixitalizadas da documentación.

A) Primeiro pago

Poderase pagar ata un máximo dun 80% da cantidade destinada a cada un dos proxectos seleccionados, de forma anticipada, mediante resolución motivada, previa solicitude e entrega completa da seguinte documentación:

- a) Solicitude, no modelo que estará á súa disposición facilitado polo Igape, no que constarán as seguintes declaracións responsables:
 1. Declaración das axudas solicitadas ou concedidas para a mesma finalidade e tamén aquelas solicitadas ou concedidas, para os mesmos custos, aínda que a finalidade fose diferente, de todas as administracións públicas. De ser o caso, deberá achegarse unha copia simple da resolución de concesión desoutras axudas.
 2. Declaración do conxunto de axudas recibidas pola empresa en concepto de *minimis*, durante os tres anos anteriores.
 3. Declaración responsable de non estar incurso en ningunha das prohibicións para a obtención de subvencións contempladas no artigo 10 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia.
- b) Certificacións de estar ao corrente das obrigacións tributarias estatais, coa comunidade autónoma e coa Seguridade Social, de non estar actualizadas as inicialmente presentadas.

B) Pago final e xustificación

A cantidade restante destinada a cada un dos proxectos seleccionados pagarase tras a solicitude e xustificación da subvención concedida, con data límite do 15 de novembro do ano en que se finaliza a aceleración, coa seguinte documentación:

- a) Solicitude, no modelo facilitado polo Igape, no que constarán as seguintes declaracións responsables
 1. Declaración das axudas solicitadas ou concedidas para a mesma finalidade e tamén aquelas, solicitadas ou concedidas, para os mesmos custos, aínda que a finalidade fose diferente, de todas as administracións públicas. De ser o caso, deberá achegarse a resolución de concesión desoutras axudas.
 2. Declaración do conxunto de axudas recibidas pola empresa en concepto de *minimis*, durante os tres anos anteriores.
 3. Declaración responsable de non estar incurso en ningunha das prohibicións para a obtención de subvencións contempladas no artigo 10 da o Lei 9/2007, do 13 de xuño, de subvencións de Galicia.
 4. No caso de subcontratacións, declaración de que as persoas ou entidades subcontratadas para as actividades subvencionadas non están vinculadas, de

conformidade co artigo 27.7 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia.

- b) Certificacións de estar ao corrente das obrigacións tributarias estatais, coa comunidade autónoma e coa Seguridade Social, de non estar actualizadas as inicialmente presentadas.
- c) Memoria económica, facilitada polo Instituto Galego de Promoción Económica, na que se relacionarán os gastos realizados coa subvención percibida incluíndo a súa relación coas actividades propostas da fase de aceleración.
- d) Documentación xustificativa do gasto: os gastos xustificaranse con facturas e demais documentos de valor probatorio equivalente no tráfico xurídico-mercantil ou con eficacia administrativa. Cando o beneficiario non dispoña de facturas electrónicas para a xustificación da subvención, deberá achegar unha copia auténtica electrónica dos documentos orixinais en papel, de acordo cos procedementos que establece a normativa vixente.
- e) Documentación xustificativa do pago: os pagos xustificaranse con orixinais ou copias auténticas electrónicas de transferencias bancarias, certificacións bancarias, extractos bancarios, ou documentos obtidos a través da banca electrónica sempre que contén co selo da entidade bancaria. En ningún caso admitiranse os pagos xustificados mediante recibo do provedor.

Nestes documentos deberán estar claramente identificados o receptor e o emisor do pago, o número e a satisfacción do importe total da factura (IVE incluído), así como o concepto ao que se refiren. En caso en que o documento de pago non faga referencia ás facturas, deberá ir acompañado da documentación complementaria que permita verificar a correspondencia entre gasto de pago (rastrexabilidade). No caso de que un xustificante de pago inclúa varias facturas, anexarase unha relación detallada delas na que se poida apreciar que o pago se corresponde coas devanditas facturas. En caso de facturas pagas xuntamente con outras non referidas ao plan, será necesario achegar o correspondente extracto bancario acompañado da orde de pago da empresa selada polo banco coa relación detallada das facturas.

En ningún caso admitiranse pagos xustificados mediante recibos do provedor, pagos por caixa ou en efectivo nin pagos realizados con tarxeta de débito ou crédito non asociada á empresa beneficiaria.

- f) Informe final da fase de aceleración do proxecto: xustificarse o cumprimento das condicións impostas na concesión da subvención, indicando as actividades realizadas e os obxectivos conseguidos. Este informe estará asinado polos representantes da entidade beneficiaria e do Equipo Xestor da Aceleradora.

A entidade poderá achegar calquera outra documentación ou material que considere necesario presentar para unha mellor xustificación das actuacións subvencionadas.

- g) Certificado relativo á situación da entidade con respecto ao IVE, só para os casos de que o IVE non sexa recuperable

Cuarta. Réxime de garantías

O artigo 65 do Decreto 11/2009, do 8 de xaneiro, polo que se aproba o Regulamento da LSG, establece a obrigatoriedade de beneficiarios e entidades colaboradoras, de constitución de garantías, nos casos, entre outros, nos que se prevé a posibilidade de realización de pagos anticipados.

O presente convenio establece o pago anticipado de ata un 80% da cantidade destinada ao financiamento do proxecto.

Considerando que a finalidade que se persegue coa devandita achega, é dar apoio aos diferentes proxectos, facilitando a formalización ou constitución dos mesmos en empresas, e reducindo a carga económica que soporta calquera empresa, tanto nas súas orixes, como no inicio da súa actividade; exonérase da constitución de garantía legalmente prevista; conforme á previsión recollida no artigo 67 do Regulamento da LSG, relativo á posibilidade de autorización por parte do Consello da Xunta, da exención do deber de constitución de garantías.

Quinta. Alteración das actuacións

A necesidade de modificar as actuacións para realizar, despois de que supón alteración das condicións tidas en conta á hora da concesión, poderá dar lugar á modificación da subvención concedida. En calquera caso, só se procederá á citada modificación, tras o informe favorable do Comité Executivo de BFFood.

O procedemento de aprobación de modificación das actuacións iniciárase coa solicitude por parte do interesado, na devandita solicitude deberá indicarse o alcance da modificación proposta, de maneira tal que queden claras as actuacións para modificar e o desenvolvemento do proxecto.

Despois de dita solicitude, Igape procederá a recadar o correspondente informe favorable ou visto e prace do Equipo Xestor de BFFood.

Tras as anteriores actuacións, Igape aprobará, no seu caso, a modificación proposta.

A anterior modificación, de producirse, formalizarase no correspondente documento ou adenda.

Sexta. Compatibilidade con outras axudas

Estas axudas serán compatibles con outras establecidas por esta ou outra Administración Pública, organismo ou ente público ou persoal, nacional ou internacional para o mesmo fin sen que, en ningún caso, illada ou en concorrencia con outras subvencións, axudas, ingresos ou recursos, supere o custo da actividade subvencionada.

Establécese a incompatibilidade das axudas concedidas por Igape a proxectos que participen ou participasen noutros programas de aceleración financiados con fondos de Xunta de Galicia ou que recibisen financiamento de Igape nos devanditos programas.

Sétima. Obrigas do beneficiario

Sen prexuízo das demais obrigacións establecidas no artigo 11 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia, os beneficiarios das axudas concedidas quedan obrigados a:

- a) Proceder ao reintegro, da subvención percibida, no suposto de incumprimento das condicións de participación en BFFood.
- b) Facilitar a información que lles sexa requirida pola Intervención Xeral da Comunidade Autónoma, polo Tribunal de Contas e polo Consello de Contas no exercicio das súas funcións de fiscalización e control do destino das subvencións; e someterse ás actuacións de comprobación que deban efectuar os devanditos órganos relativas ao control financeiro, e demais aplicables; así como as levadas a cabo polo órgano concedente e achegar tanta información lles sexa requirida no exercicio das actuacións anteriores.
- c) Comunicar ao órgano concedente a obtención de subvencións, axudas, ingresos ou recursos que financien as actividades subvencionadas. Esta comunicación deberá efectuarse tan pronto como se coñeza e, en todo caso, con anterioridade á xustificación da aplicación dada aos fondos percibidos.
- d) Xustificar, nos casos nos que o importe do gasto subvencionable supere as contías establecidas na Lei 9/2017, do 8 de novembro, de contratos do sector público, pola que se transpoñen ao ordenamento xurídico español as Directivas do Parlamento Europeo e do Consello 2014/23/UE e 2014/24/UE, do 26 de febreiro de 2014; a solicitude como mínimo tres ofertas de diferentes provedores, con carácter previo á contratación do compromiso para a obra, prestación do servizo ou entrega do ben, salvo que polas súas especiais características non exista no mercado suficiente número de entidades que as realicen, presten ou fornezan, ou salvo que o gasto realizouse con anterioridade á solicitude da subvención, segundo o establecido no apartado 3 do artigo 29 da Lei 9/2007, do 13 de xuño, de subvencións de Galicia.
- e) Prestar consentimento expreso á publicidade por parte da Administración Galega dos datos referidos ao presente convenio, de conformidade co artigo 15 da Lei 1/2016, do 18 de xaneiro, de transparencia e bo goberno, relativo ás obrigacións específicas en materia de información sobre convenios; e co disposto nos Decretos 126/2006, do 20 de xullo, e 132/2006, do 27 de xullo, polos que se regulan o rexistro de convenios da Xunta de Galicia, e os rexistros públicos creados nos artigos 44 e 45 da Lei 7/2005, do 29 de decembro, de orzamentos xerais da Comunidade Autónoma de Galicia para o ano 2006, respectivamente.
- f) Prestar consentimento expreso á publicación na Base de datos Nacional de Subvencións, nos termos previstos no artigo 20 da Lei 38/2003, do 17 de novembro, xeral de subvencións, modificado polo artigo 30.3 da Lei 15/2014, do 16 de novembro, de racionalización do sector público e outras medidas de reforma administrativa.
- g) Subministrar toda a información necesaria para que Igape poida dar cumprimento ás obrigas previstas no Título I da Lei 1/2016, do 18 de xaneiro, de transparencia e

bo goberno. As consecuencias do incumprimento deste deber serán as establecidas no artigo 4.4 da devandita lei.

- h) Dar cumprimento ás obrigacións de publicidade que se establecen no artigo 18 da Lei 38/2003, do 17 de novembro, xeral de subvencións, modificado polo artigo 30.2 da Lei 15/2014, do 16 de setembro, de racionalización do sector público e outras medidas de reforma administrativa.

Oitava. Réxime aplicable e reintegro

Estas axudas estarán suxeitas ao disposto na Lei 9/2007, do 13 de xuño, de subvencións de Galicia; Decreto 11/2009, do 8 de xaneiro, polo que se aproba o seu regulamento, así como a normativa básica da Lei 38/2003, do 17 de novembro, Xeral de Subvencións e o seu Regulamento de desenvolvemento, aprobado polo Real Decreto 887/2006, do 21 de xullo.

Procederá o reintegro parcial ou total dos fondos percibidos no suposto de incumprimento das condicións establecidas para a súa concesión nos termos previstos no Título II da Lei 9/2007, do 13 de xuño, de subvencións de Galicia.

Igualmente procederá o reintegro (total ou parcial) no caso de incumprimento e / ou mal aproveitamento da aceleración por parte dalgún dos proxectos seleccionados na fase final, o que deberá reflectirse nun informe suficientemente motivado.

Estarán suxeitas igualmente ao réxime de *minimis* establecido no Regulamento (UE) nº 2023/2831 da Comisión Europea, do 13 de decembro de 2023, relativo á aplicación dos artigos 107 e 108 do Tratado de Funcionamento da Unión Europea ás axudas *minimis* (DOUE-L-2023-81820, do 15 de decembro de 2023).

Novena. Mecanismos de seguimento e execución

Para o correcto seguimento das accións do convenio, crearase unha Comisión de Seguimento, paritaria entre representantes de Igape e representantes da entidade beneficiaria.

Décima. Vixencia

O presente convenio estará vixente desde o día da súa firma ata a finalización da fase de aceleración, sen posibilidade de prórroga.

Décimo primeira. Natureza xurídica e resolución de conflitos

O presente convenio ten natureza administrativa e rexerase polo establecido nestas cláusulas e polo disposto na Lei 9/2007, do 13 de xuño, de subvencións de Galicia; así como no Decreto 11/2009, do 8 de xaneiro, polo que se aproba o Regulamento da devandita Lei; o disposto no capítulo VI do Título Preliminar da Lei 40/2015, do 1 de outubro, de Réxime Xurídico do Sector Público, polo que se regulan os convenios do sector público; e pola restante normativa que, no seu caso, resulte de aplicación.

Décimo segunda. Modificación do convenio

O presente convenio poderá ser obxecto de modificación cando teña como finalidade o logro dos obxectivos de estabilidade orzamentaria e sustentabilidade financeira. Dita modificación terá por obxecto a redución do volume das obrigacións ou a ampliación do seu prazo de execución.

Toda alteración que se realice referente ao contido deste convenio será proposta pola Comisión de seguimento e deberá formalizarse na correspondente adenda.

Exceptúase do disposto no apartado anterior, toda alteración das actuacións relativas aos proxectos presentados, que se rexerán polas previsións recollidas nas bases do programa BFFood.

E en proba de conformidade, subscriben o presente documento na data indicada no pé de firma tomándose como data de firma a do último asinante.

A directora xeral do Instituto Galego de
Promoción Económica

(Representante legal da entidade)

Covadonga Toca Carús

ANNEX II – Documentation to be submitted to XesGalicia for the financing of each of the projects in the acceleration and consolidation stage

a) Identificación da/s persoa/s de contacto.

b) Plan de negocio (formato .doc):

- Promotores do proxecto e experiencia relevante: CV e perfís do equipo fundador, destacando a súa experiencia previa, logros e coñecementos relevantes para o proxecto.
- Antecedentes e descrición do proxecto.
- Produto ou servizo. Procesos produtivos. Instalacións produtivas.
- Mercado, sector, competencia.
- Modelo de negocio.
- Estratexia de comercialización e marketing. Contratos comerciais clave.
- Persoal actual da empresa e previsión de evolución do persoal.
- Investimento previsto e financiamento do proxecto.
- Plan financeiro con estados financeiros previsionais, como mínimo, de 4 exercicios (modelo facilitado por XESGALICIA en formato Excel).
- Estado de tesouraría mensual do primeiro ano a contar desde a situación actual (en formato Excel).
- Resumo executivo dos anteriores elementos (modelo facilitado por XESGALICIA en formato Power Point).

c) Documentación financeira:

- Contas anuais aprobadas e, no seu caso, auditadas, dos últimos 3 exercicios económicos pechados. No caso de que a empresa teña menos de 3 anos de antigüidade, aportaranse as contas anuais de todos os exercicios pechados desde a súa constitución.
- Balance, conta de Perdas e Ganancias e estados de tesouraría a data de peche do último trimestre do exercicio corrente.
- Pool bancario ás datas de peche do último trimestre e do último exercicio económico pechado.
- Orzamento do exercicio corrente.
- Informe CIRBE do Banco de España.
- Relación de todas as axudas públicas solicitadas (aprobadas, concedidas ou pendentes de resolución) para o mesmo proxecto e, en particular, ao IGAPE. Certificado de non ter débedas co citado Instituto.
- Financiamento público e privado previsto, solicitado e/ou obtido para o proxecto.

d) Documentación xurídica:

- Escritura de constitución e estatutos vixentes da sociedade.
- Composición do capital e órganos de administración.
- Copia do libro de rexistro de socios
- Certificado de estar ao corrente coas distintas administracións públicas (AEAT, Seguridade Social e Comunidade Autónoma).
- Declaración xurada relativa aos litixios nos que sexa parte a sociedade, os seus socios e/ou administradores.
- Pacto de socios previos e se fose o caso, compromisos adquiridos por outras aceleradoras Documento LOPD (modelo facilitado por XesGalicia).

e) Documentación a efectos da prevención do branqueo de capitais e do financiamento do terrorismo (PBLAC):

- Formulario de Identificación do cliente (Modelo facilitado por XesGalicia).
- Acta de titularidade real
- CIF definitivo
- DNI (ou equivalente) do representante da Sociedade ou dos titulares reais.
- Certificado de titularidade de conta corrente que inclúa a totalidade dos seus titulares.

f) Outra documentación:

- Documentación relativa á propiedade da tecnoloxía e/ou aos dereitos de explotación da mesma.
- No caso de achegas non dinerarias, documentación da valoración de dicha activos
- Adhesión ao regulamento interno de publicidade (modelo facilitado por XesGalicia)
- Autorización do uso do logo da empresa por parte de XesGalicia.

Poderase solicitar toda documentación ou información necesaria para o coñecemento e correcta comprensión do plan de negocio ou da situación económica, financeira e legal da empresa.

A documentación do plan de negocio deberá presentarse en galego ou en castelán, os importes en euros e deberá estar asinada polo representante legal da empresa.

A documentación presentada nun idioma distinto do galego ou do castelán, deberá vir traducida por intérprete xurado.

Non se poderá utilizar o nome de XesGalicia para outros financiamentos que se poidan solicitar para o proxecto, salvo que isto sexa expresamente autorizado por XesGalicia, quedando esta eximida, en todo caso, das consecuencias que teña o non financiamento do proxecto, calquera que sexa a causa.