

# Rules of the programme

**VIII**  
edition

**BFFood**  
business factory



XUNTA  
DE GALICIA



clúster alimentario de galicia

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# 1. INTRODUCTION

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The Business Factory Food (BFFood) is an initiative promoted by the Xunta de Galicia through the Galician Institute for Economic Promotion (Igape) and the Management Society of Closed-End Investment Entities (XesGalicia); coordinated by the Galician Food Cluster (Clusaga), and with the participation of large driving companies in the sector, as well as other collaborating entities.

The objective of the BFFood is the incubation, acceleration and consolidation of specialized 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 phases.

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

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 FEATURES

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

### 2.1. BFFOOD DIFFERENTIATING ASPECTS

#### **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 specialized in the sector and a specialized 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 phases, 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 Martín 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 program 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 R+D+i.

#### **International vocation**

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

## 2.2. BFFOOD PHASES

### 2.2.1. INCUBATION PHASE

The objective in the incubation phase 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.
- Individualized consulting service for each project (company creation, business development, collaborations, competitors, etc.).

To be eligible for the incubation phase, projects must be submitted through the call that is opened for this purpose through the BFFood website ([www.bffood.gal](http://www.bffood.gal)).

### 2.2.2. ACCELERATION PHASE

The acceleration phase, 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 phase 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 phase and meet the established eligibility conditions will be eligible for the acceleration phase. The participating projects will be selected after a Pitchday. Therefore, the projects participating in the acceleration phase will necessarily have previously gone through the incubation phase.

### 2.2.3. CONSOLIDATION PHASE

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

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

The consolidation phase will include the following support activities:

- Specific training focused on commercialization and internationalization.
- Coaching on business, financing, marketing and internationalization 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 phase, projects must be submitted through the call that is opened for this purpose through the BFFood website ([www.bffood.gal](http://www.bffood.gal)), and may or may not have previously participated in the incubation/acceleration phases.

## 2.3. PROGRAM 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.

## RETO 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 minimise 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 optimized 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 Commercialization

- 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 phases will have access to funding as expressed in the following table:

PHASE	TYPE	ENTITY	QUANTITY
Acceleration	Non-repayable subsidy	Igape	25.000 €
	Equity / Equity Loan (with Capitalization Option) <sup>1</sup>	XesGalicia	Up to €50,000
Consolidation	Equity / Equity Loan (with capitalization option)	XesGalicia	Up to €250,000

Likewise, the projects participating in the acceleration phase 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.

Further details on these financial support mechanisms are provided in section 2.7 FINANCING CONDITIONS.

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

### 2.4.2. TRAINING

BFFood offers a training program run by the three Galician universities. This program 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 phase.

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 OF COLLABORATING WITH LEADING COMPANIES

During their time at the BFFood, participating projects will have the opportunity for the driving companies to get to know the projects. In addition, projects in the acceleration phase 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 individualized mentoring. It will also be able to give them access to technical resources and visits to their work centers 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 phases 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 phase, 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, specialized 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 phase 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.

Specialist 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 AND SELECTION PROCESS

The process of calling and selecting the 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](http://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](mailto:info@bffood.gal) | **Phone:** +34 629 99 10 23

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

### 2.5.2. STEP 2 - EVALUATION AND SELECTION OF PROJECTS FOR THE INCUBATION PHASE

All projects that are nominated will be evaluated in accordance with the terms and conditions set out in these rules (section 3).

The evaluation and selection will follow the following steps:

- **Verification of compliance with the minimum requirements** (section 3.1) **and the eligibility criteria** (section 3.2) contained in these regulatory bases, which will be evaluated by the Management Team taking into account the information sent in the application form. The Management Team may require the amendment of the documentation submitted if necessary.
- **Project and team quality assessment and project selection:** Only projects that meet the minimum requirements and eligibility criteria will be evaluated. The quality of the project and the suitability of the equipment for its implementation with guarantees will be evaluated, as well as the adequacy of the project to the challenges established in these bases (see evaluation criteria in section 3.3) and in the call for proposals. This will be evaluated by an evaluation committee made up of the Executive Committee, tractor companies, and entities of the Technical Committee.

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

PHASE	EVALUATION AND SELECTION PROCESS
Incubation	<ol style="list-style-type: none"> <li>1. The evaluation team evaluates the quality of the project and the team.</li> <li>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.</li> <li>3. Of the 20 projects interviewed, a maximum of 14 projects will be selected to participate in the incubation phase. It is the Executive Committee that validates and ratifies the selection.</li> </ol>
Acceleration	<ol style="list-style-type: none"> <li>1. The (maximum) 14 projects that have participated in the incubation phase are eligible for the acceleration phase.</li> <li>2. The evaluation will be carried out through a Pitchday. The quality of the project and the suitability of the equipment for its start-up will be assessed with guarantees (section 3.3), taking into account the business plan drawn up during the incubation phase. This will be evaluated by the evaluation committee.</li> <li>3. A maximum of 10 projects will be selected to participate in the acceleration phase. It is the Executive Committee that validates and ratifies the selection.</li> </ol>
Consolidation	<ol style="list-style-type: none"> <li>1. The evaluation team evaluates the quality of the project and the team.</li> <li>2. The 10 projects that receive the highest score in the evaluation will be invited to participate in the Pitchday.</li> <li>3. A maximum of 6 projects will be selected to participate in the consolidation phase. It is the Executive Committee that validates and ratifies the selection.</li> </ol>

- **Communication and acceptance of participation:** the projects selected in each phase will receive a formal invitation in the email indicated in the application form to join the programme in the corresponding phase. 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 program 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 phase (incubation, acceleration or consolidation) in which they take place.

In the case of projects in the acceleration phase, the collaboration agreement between the project and the driving force 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](http://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 phase will begin.

The estimated schedule and deadlines for the VIII Edition are as follows:

STEP	ESTIMATE D DATE
Opening of the call (incubation/acceleration and consolidation)	02/02/2026
Incubation call cut-off	11/03/2026
Start of incubation phase	30/03/2026
Cut-off of call for consolidation	10/06/2026
PitchDay (for selection of projects in acceleration and consolidation)	02/07/2026
Start of acceleration and consolidation phases	30/07/2026
Completion of acceleration and consolidation phases	30/04/2027

**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
- Financing of XesGalicia
- Technology checks
- External financing

### 2.7.1. IGAPE FUNDING

Igape will grant projects that access the acceleration phase 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 phase in accordance with the conditions required in the support plan signed

for 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 Phase and to provide the indicated documentation, as presented in Annex I of these Bases.

Eligible expenses will be considered those that respond to the nature of the subsidized 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 phase. 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 phase will be accepted.

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

### 2.7.2. FINANCING OF XESGALICIA

For the acceleration and consolidation phases, 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 phase 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 phase and €250,000 in the consolidation phase. 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 amortization 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 these Bases.

### 2.7.3. VARIABLE OPERATIONAL FUNDING: ACCESS TO TECHNICAL RESOURCES AND SERVICES

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

- 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.
- 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 phase 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 Council of Driving Entities 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 driving 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

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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, which establishes 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, they are projects 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.
- Projects must have the intellectual and/or industrial property of the idea, product or service presented or, failing that, have the corresponding permits 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 candidacy 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 phase.
- 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 (OJEU L 187, of 26 June)) will be used to opt for the acceleration phase may not exceed a maximum age of 5 years (60 months) from the date of opening of the registration period. For the consolidation phase, 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 phases. This will not be required to participate in the incubation phase.

## 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 specialized as an accelerator. Within this global framework, the projects must specifically respond to more specific issues defined through the challenges established in these Call Bases (section 2.3), approved by the Executive Council at the proposal of the member companies of the Council of Driving Entities.

### **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: a recently 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: recently 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 formalized company. They will opt for the incubation/acceleration phase.
- Seed: projects of already established companies that have a product idea and an MVP in development but do not yet have sales. They will opt for the incubation/acceleration phase.
- Early stage: projects with a product or service developed, a defined business model and that already have sales. They will opt for the consolidation phase.

### 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 phase and 40% team and 60% project in the case of early stage projects for the consolidation phase.

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. The following will be assessed:

- 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 program 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. A viable initiative that contributes to the dynamization 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 program.
- 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 program.

- Keep the project and team member information on the BFFood management platform up to date during the life of the program.
- Collaborate in the promotional activities of the BFFood program.
- 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 program.

### **3.5. REQUIREMENTS TO COMPLY WITH THE COURSE OF THE INCUBATION, ACCELERATION AND CONSOLIDATION**

- Dedication to the team's project and to the profiles committed to the Framework Agreement. **Projects in the incubation, acceleration and consolidation phase 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 phase, 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 Council 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 Board will be required.
- The members of the Management Team may not participate as a promoter team and/or be members of the selected projects.
- A project participating in BFFood may not receive funding through similar existing programmes in Galicia, such as BFAero, BFAuto, BF Climatech or ViaGalicia. 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 ASPECTS

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Since exchanges of information will take place throughout the different phases 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 these rules, 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 candidacy will be excluded.

In this sense, the projects will be subject to continuous evaluation throughout all phases 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 Council.

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 these 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. RESPONSIBILITY

Applicants will be responsible for all damages, direct or indirect, that are caused or may be caused by the violation of these rules, exonerating those responsible for the program 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 rules.

### **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 these rules.

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 program are not obliged to develop the program 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 rules 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 program will be published on the BFFood website ([www.bffood.gal](http://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 Management Company of Closed-End Investment Entities, 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 these 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 phases of the project indicated in these rules, 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](mailto: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](http://www.bffood.gal).

## 4.7. COMPLAINTS

For the interpretation and compliance with these rules, the Executive Council 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 remedy against it.

#### 4.8. MISCELLANEOUS

- 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 these rules.

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 program with respect to the violators.

In the event of discrepancies between the Spanish, Galician and English versions of the basic document, 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 phase

## MODEL DIRECT CONCESSION AGREEMENT

**AGREEMENT BETWEEN THE GALICIAN INSTITUTE FOR ECONOMIC PROMOTION (IGAPE) AND \_\_\_BY WHICH THE CONDITIONS FOR THE EXECUTION OF THE SUBSIDIES PROVIDED FOR IN THE AGREEMENT SIGNED BETWEEN THE GALICIAN INSTITUTE FOR ECONOMIC PROMOTION (IGAPE), THE MANAGEMENT COMPANY OF CLOSED-TYPE INVESTMENT ENTITIES ARE REGULATED, S.A.U. (XESGALICIA), AND ASOCIACIÓN AGRUPACIÓN INDUSTRIAL ALIMENTARIA DE GALICIA FOR THE CONTINUITY OF THE FOCUS OF ENTREPRENEURSHIP IN THE GALICIAN FOOD SECTOR (BUSINESS FACTORY FOOD – BFFood)**

On the one hand, Covadonga Toca Carús, as Director General of the IGAPE, according to the Resolution of 17 October 2023 by which the Agreement of the Board of Directors approving the revised text that includes the delegations of faculties in the Directorate General is publicized.

On the other hand, D/D<sup>a</sup>. \_\_\_\_\_, with NIE , and domicile for the purposes of notifications in \_\_\_\_\_ On behalf of and on behalf of the company \_\_\_\_\_, promoter of the project \_\_\_\_\_.

### THEY STATE:

I. That the IGAPE, XESGALICIA Sociedade Xestora de Entidades de Investimento de Tipo Cerrado SAU (hereinafter, XesGalicia) and the Asociación Agrupación Industrial Alimentario de Galicia (hereinafter, Clusaga), have signed an agreement for the continuity of an entrepreneurship focus in the food sector in Galicia (Business Factory Food - BFFood).

II. That the aforementioned agreement provides for various financial contributions for the projects supported within the framework of the BFFood Program, a condition that the project indicated above meets.

III. On the basis of the foregoing, both parties agree to subscribe to this Agreement, subject to the following:

### CLAUSES:

#### First. Object

The purpose of this agreement is to regulate the terms and conditions of implementation of the subsidy provided for in the agreement signed between IGAPE, XesGalicia, and Clusaga for the continuity of an entrepreneurship focus in the Galician



This grant aims to finance the activities to be developed by the project during the 9-month acceleration phase of the BFFood program, which will focus on:

- Validate the identified need.
- Develop a minimum viable product.
- Perform an iterative process with representative customers.
- Obtain a pre-sale/sale.
- Definir o modelo de negocio

A document describing the particular characteristics of the project will be incorporated into this agreement, according to the model provided for this purpose.

### **Second. Subsidizable financing and expenditure**

The total amount of aid to be granted by IGAPE is a maximum of €25,000.

Eligible expenses will be considered those that respond to the nature of the subsidized 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 phase. In no case may the acquisition cost of the eligible expenses exceed the market value.

Only those expenses that have been incurred within the period between the start and end date of the acceleration phase defined in the descriptive document included in this agreement will be eligible.

As an indication, the following concepts are considered eligible:

- Cost of personnel subject to an employment relationship, including project promoters up to a maximum of 30% of their salary cost
- Costs of participation in fairs, congresses and other project-specific networking activities
- Acquisition of equipment and instrumental material as they are used for acceleration activities
- Costs of obtaining, validating, and defending patents and other intangible assets; The results of obtaining the official certifications necessary for the feasibility of the project will be included.
- External Technological Services
- Support services for the preparation of the business plan, for the exit to the market, or for the search for investors
- Subcontracting, with a maximum limit of 50% of the aid.

In accordance with the provisions of Article 29.3 of Law 9/2007, of 13 June, on subsidies of Galicia, when the amount of eligible expenditure equals or exceeds the amount of € 15,000.00 in the case of supply of equipment and services by consulting or technical assistance companies, the beneficiary must request at least three offers from different suppliers, prior to contracting the commitment for the provision of the service or the delivery of the goods, unless due to the special characteristics there is not a sufficient number of entities in the market that perform, provide or supply them, which must be expressly justified, or unless the expenditure has been

Prior to the grant application. The choice between the offers submitted, which must be presented in the justification, must be expressly justified in a memorandum when the choice does not fall on the most advantageous economic proposal.

Subcontracting will be considered to be actions contracted with research organizations or other entities, which involve the execution of part of the activities included in the acceleration program that is the object of the grant. The subcontracting must be duly justified and motivated and must comply with the provisions of Article 27 of Law 9/2007, of 13 June, on subsidies of Galicia, taking into account that, in any case, this may not exceed the limit of 50% of the total cost of the subsidized activity.

In cases where this subcontracting is carried out, the beneficiaries must provide an express declaration that the persons or entities subcontracted for the subsidised activities are not linked to them, in accordance with Article 27.7 of Law 9/2007, of 13 June, on subsidies of Galicia and its Regulations

In the event that the amount of VAT is not recoverable, it may be considered an eligible expense. In this case, you will need to present a certificate regarding the entity's VAT status.

The Xunta de Galicia will provide the financing of these aids through the mechanisms provided for in the legal system, being an indispensable condition for its granting, the compliance by those selected with the legal requirements to be beneficiaries.

### **Third. Payment Scheme**

Pursuant to the provisions of Article 31.6 of Law 9/2007, of 13 June, on subsidies of Galicia, and in Article 63 of the Regulation for the development of said Law, advance payments may be made, responding to deliveries of funds prior to justification, as necessary financing to be able to carry out the actions inherent in the grant.

The detailed instructions and the corresponding forms for the submission of the supporting documentation will be provided by the IGAPE, and it is necessary to present the documentation in an orderly manner following the structure established in these instructions. The documentation will be submitted electronically, in the virtual office of the IGAPE on the page [https:// www.igape.gal/gl/oficinavirtual](https://www.igape.gal/gl/oficinavirtual), in particular through the procedure code PE001, attaching the scanned copies of the documentation.

#### A) First paid

Up to a maximum of 80% of the amount allocated to each of the selected projects may be paid in advance, by means of a reasoned resolution, upon request and complete delivery of the following documentation:

- a) Application, in the form that will be available to you provided by the IGAPE, which will contain the following responsible declarations:

1. Declaration of the aid requested or granted for the same purpose and also those requested or granted, for the same costs, even if the purpose was different, from all public administrations. If applicable, a simple copy of the decision to grant these other aids must be attached.
  2. Statement of all the aid received by the company in the concept of *minimis*, during the previous three years.
  3. Declaration responsible for not being involved in any of the prohibitions for obtaining subsidies contemplated in article 10 of Law 9/2007, of 13 June, on subsidies of Galicia.
- b) Certifications of being aware of the state tax obligations, with the Autonomous Community and with the Social Security, if they are not updated with those initially submitted.

#### B) Final Payment and Justification

The remaining amount allocated to each of the selected projects will be paid after the application and justification of the grant granted, with a deadline of 15 November of the year in which the acceleration ends, with the following documentation:

- a) Application, in the form provided by the IGAPE, which will contain the following responsible declarations
1. Declaration of aid requested or granted for the same purpose and also those requested or granted for the same costs, even if the purpose was different, of all public administrations. If this is the case, the decision to grant the other aid must be attached.
  2. Declaration of the total amount of aid received by the company in the concept of *de minimis*, during the previous three years.
  3. Declaration responsible for not being involved in any of the prohibitions for obtaining subsidies contemplated in article 10 of Law 9/2007, of 13 June, on subsidies of Galicia.
  4. In the case of subcontracting, a declaration that the persons or entities subcontracted for the subsidized activities are not linked, in accordance with Article 27.7 of Law 9/2007, of 13 June, on subsidies of Galicia.
- b) Certifications of being aware of the state tax obligations, with the Autonomous Community and with the Social Security, if they are not updated with those initially submitted.
- c) Economic report, provided by the Galician Institute for Economic Promotion, in which the expenses incurred with the subsidy received will be related, including its relationship with the proposed activities of the acceleration phase.
- d) Documentation justifying the expenditure: the expenses will be justified with invoices and other documents of equivalent probative value in legal-commercial traffic, or

with administrative efficiency. When the beneficiary does not have electronic invoices to justify the grant, he/she must provide an authentic electronic copy of the original paper documents, in accordance with the procedures established by current regulations.

- e) Documentation proving payment: payments will be justified with originals or authentic electronic copies of bank transfers, bank certifications, bank statements, or documents obtained through electronic banking as long as they have the seal of the banking entity. Under no circumstances will payments justified by receipt from the supplier be accepted.

These documents must clearly identify the recipient and issuer of the payment, the number and satisfaction of the total amount of the invoice (VAT included), as well as the concept to which they refer. In the event that the payment document does not refer to the invoices, it must be accompanied by additional documentation that allows the correspondence between payment expenditure to be verified (traceability). In the event that a proof of payment includes several invoices, a detailed report of them will be attached in which it can be seen that the payment corresponds to these invoices. In the case of invoices paid together with others not referred to in the plan, it will be necessary to provide the corresponding bank statement accompanied by the payment order of the company stamped by the bank with the detailed report of the invoices.

In no case will payments justified by receipts from the supplier, payments by cash or cash or payments made with a debit or credit card not associated with the beneficiary company be accepted.

- f) Final report of the acceleration phase of the project: the fulfilment of the conditions imposed in the granting of the grant will be justified, indicating the activities carried out and the objectives achieved. This report will be signed by the representatives of the beneficiary entity and the Accelerator Management Team.

The entity may provide any other documentation or material that it deems necessary to present for a better justification of the subsidized actions.

- g) Certificate relating to the entity's VAT status, only in cases where VAT is not recoverable

#### **Fourth. Guarantee Index**

Article 65 of Decree 11/2009, of 8 January, which approves the Regulation of the LSG, establishes the obligation of beneficiaries and collaborating entities to constitute guarantees, in cases, among others, in which the possibility of making advance payments is foreseen.

This agreement provides for the advance payment of up to 80% of the amount allocated to the financing of the project.

Considering that the purpose pursued by this contribution is to support the different projects, facilitating the formalization or constitution of the same in companies, and reducing the economic burden borne by any company, both in its origins and at the beginning of its activity; It is exempt from the constitution of a legally provided guarantee; In accordance with the provisions of Article 67 of the Rules of Procedure,

LSG, regarding the possibility of authorization by the Council of the Xunta, of the exemption from the duty to constitute guarantees.

#### **Fifth. Alteration of actions**

The need to modify the actions to be carried out, after it involves an alteration of the conditions taken into account at the time of granting, may lead to the modification of the grant granted. In any case, the aforementioned modification will only be made after the favorable report of the BFFood Executive Committee.

The procedure for approving the modification of the actions will begin with the request by the interested party, in said application the scope of the proposed modification must be indicated, in such a way that the actions to be modified and the development of the project are clear.

After this request, IGape will proceed to collect the corresponding favorable report or approval from the BFFood Management Team.

After the previous actions, IGAPE will approve, if necessary, the proposed amendment.

The above modification, if it occurs, will be formalized in the corresponding document or addendum.

#### **Friday. Compatibility with Other Aids**

These aids will be compatible with others established by this or another Public Administration, body or public or personal, national or international for the same purpose without, in any case, isolated or in competition with other subsidies, aids, income or resources, exceeding the cost of the subsidized activity.

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

#### **Seventh. Beneficiary's obligations**

Without prejudice to the other obligations established in Article 11 of Law 9/2007, of 13 June, on subsidies of Galicia, the beneficiaries of the aid granted are obliged to:

- a) Proceed to the reimbursement of the subsidy received, in the event of non-compliance with the conditions of participation in BFFood.
- b) To provide the information required by the General Intervention of the Autonomous Community, the Court of Auditors and the Council of Accounts in the exercise of their functions of auditing and controlling the destination of the subsidies; and to submit to the verification actions to be carried out by these bodies relating to financial control, and other applicable ones; as well as those carried out by the granting body and provide as much information as is required in the exercise of the previous actions.
- c) Notify the granting body of the receipt of subsidies, aids, income or resources that finance the subsidized activities. This communication must

It must be carried out as soon as it is known and, in any case, before the justification of the application given to the funds received.

- d) Justify, in cases where the amount of eligible expenditure exceeds the amounts established in Law 9/2017, of 8 November, on Public Sector Contracts, which transposes into Spanish law the Directives 2014/23/EU and 2014/24/EU of the European Parliament and of the Council, of 26 February 2014; the request for at least three offers from different suppliers, prior to the contracting of the commitment for the work, provision of the service or delivery of the goods, unless due to their special characteristics there is not a sufficient number of entities on the market to carry out, provide or supply them, or unless the expenditure was made prior to the request for the subsidy, As established in section 3 of article 29 of Law 9/2007, of 13 June, on subsidies of Galicia.
- e) Give express consent to the publicity by the Galician Administration of the data referred to in this agreement, in accordance with Article 15 of Law 1/2016, of 18 January, on transparency and good governance, relating to specific obligations regarding information on agreements; and with the provisions of Decrees 126/2006, of 20 July, and 132/2006, of 27 July, which regulate the register of agreements of the Xunta de Galicia, and the public registers created in articles 44 and 45 of Law 7/2005, of 29 December, on the general budgets of the Autonomous Community of Galicia for the year 2006, respectively.
- f) Give express consent to the publication in the National Subsidies Database, in the terms provided for in Article 20 of Law 38/2003, of 17 November, General Subsidies, amended by Article 30.3 of Law 15/2014, of 16 November, on the rationalization of the public sector and other administrative reform measures.
- g) To provide all the necessary information so that IGAPE can comply with the obligations provided for in Title I of Law 1/2016, of 18 January, on transparency and good governance. The consequences of failure to comply with this duty shall be those established in Article 4.4 of the said law.
- h) Comply with the publicity obligations established in Article 18 of Law 38/2003, of 17 November, on General Subsidies, as amended by Article 30.2 of Law 15/2014, of 16 September, on the rationalization of the public sector and other administrative reform measures.

### **Eighth. Applicable Regime and Refund**

These aids will be subject to the provisions of Law 9/2007, of 13 June, on subsidies of Galicia; Decree 11/2009, of 8 January, approving its regulations, as well as the basic regulations of Law 38/2003, of 17 November, General Subsidies and its Development Regulations, approved by Royal Decree 887/2006, of 21 July.

The partial or total reimbursement of the funds received in the event of non-compliance with the conditions established for its granting in the terms provided for in Title II of Law 9/2007, of 13 June, on subsidies of Galicia, will proceed.

Likewise, reimbursement (total or partial) will proceed in the event of non-compliance and / or misuse of the acceleration by any of the projects selected in the final phase, which must be reflected in a sufficiently reasoned report.

They will also be subject to the de *minimis* regime laid down in Regulation (EU) 2023/2831 of the European Commission of 13 December 2023 on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to *aid minimis* (OJ L-2023-81820 of 15 December 2023).

#### **Ninth. Monitoring and Enforcement Mechanisms**

For the correct monitoring of the actions of the agreement, a Monitoring Commission will be created, equal between representatives of IGAPE and representatives of the beneficiary entity.

#### **Tenth. Widowhood**

This agreement will be in force from the day of its signature until the end of the acceleration phase, without the possibility of extension.

#### **Eleventh. Legal Nature and Conflict Resolution**

This agreement is administrative in nature and will be governed by the provisions of these clauses and by the provisions of Law 9/2007, of 13 June, on subsidies of Galicia; as well as in Decree 11/2009, of 8 January, which approves the Regulation of said Law; the provisions of Chapter VI of the Preliminary Title of Law 40/2015, of 1 October, on the Legal Regime of the Public Sector, which regulates public sector agreements; and any other regulations that may apply.

#### **Twelfth. Modification of the agreement**

This agreement may be subject to modification when its purpose is to achieve the objectives of budgetary stability and financial sustainability. Such modification will have the purpose of reducing the volume of the obligations or extending their execution period.

Any alteration made to the content of this agreement will be proposed by the Monitoring Committee and must be formalized in the corresponding addendum.

Except for the provisions of the previous section, any alteration of the actions relating to the projects presented, which will be governed by the forecasts contained in the bases of the BFFood program.

And as proof of conformity, they sign this document on the date indicated in the signature footer, taking as the date of signature that of the last signatory.

The Director General of the Galician  
Institute for Economic Promotion

(Legal representative of the entity)

Covadonga Toca Carús

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## ANNEX II - Documentation to be submitted to XesGalicia for the financing of each of the projects in the acceleration and consolidation phase

### a) Identification of the contact person(s).

### b) Business plan (.doc format):

- Project promoters and relevant experience: CV and profiles of the founding team, highlighting their previous experience, achievements and knowledge relevant to the project.
- Background and description of the project.
- Product or Service. Production Processes. Productive Facilities.
- Market, sector, competition.
- Business model.
- Marketing and marketing strategy. Key commercial contracts.
- Current staff of the company and forecast of the evolution of the personnel.
- Planned investment and financing of the project.
- Financial plan with forecast financial statements, at least, of 4 years (model provided by XESGALICIA in Excel format).
- Monthly Treasury Statement for the first year from the current situation (in Excel format).
- I summarize two previous elements (model provided by XESGALICIA in Power Point format).

### c) Financial documentation:

- Approved and, where applicable, audited annual accounts for the last 3 financial years closed. In the event that the company is less than 3 years old, the annual accounts of all the financial years closed since its incorporation will be provided.
- Balance sheet, profit and loss account and treasury statements at the closing date of the last quarter of the current year.
- Bank pool at the closing dates of the last quarter and the last closed financial year.
- Budget for the current year.
- CIRBE Report of the Bank of Spain.
- Report of all public aid requested (approved, granted or pending resolution) for the same project and, in particular, to IGAPE. Certificate of having no debts with the aforementioned Institute.
- Public and private funding planned, requested and/or obtained for the project

### d) Legal documentation:

- Writing of the Constitution and Statutes of the Company.
- Composition of capital and administrative bodies.
- Copy of the Membership Record Book
- Certificate of being up to date with the different public administrations (AEAT, Social Security and Autonomous Community).

- Sworn statement regarding the disputes in which the company, its partners and/or administrators are parties.
- Previous partners' agreement and if applicable, commitments acquired by other accelerators LOPD document (model provided by XesGalicia).

**e) Documentation for the Prevention of Money Laundering and the Financing of Terrorism (PBLAC):**

- Customer Identification Form (Model provided by XesGalicia).
- Minutes of actual ownership
- Definitive CIF
- DNI (or equivalent) of the Company's representative or of the real holders.
- Certificate of ownership of a current account that includes all of its holders.

**f) Other documentation:**

- Documentation relating to the ownership of the technology and/or the rights to exploit it.
- In the case of non-monetary assets, documentation gives valuation of such assets
- Adherence to the internal advertising regulations (model provided by XesGalicia)
- Authorization of the use of the company's logo by XesGalicia.

Any documentation or information necessary for the knowledge and correct understanding of the business plan or the economic, financial and legal situation of the company may be requested.

The documentation of the business plan must be presented in Galician or Spanish, the amounts in euros and must be signed by the legal representative of the company.

Documentation submitted in a language other than Galician or Spanish must be translated by a sworn interpreter.

The name of XesGalicia may not be used for other financing that may be requested for the project, unless this is expressly authorized by XesGalicia, which is exempt, in any case, from the consequences of not financing the project, whatever the cause.