

Call for applications

Itinerary Consolidation

BFAero

BUSINESS FACTORY AERO

FCEL

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1. | INTRODUCTION

The Business Factory Aero (BFAero) is an incubator and accelerator of companies promoted by the Xunta de Galicia, through the Galician Innovation Agency (GAIN), the Galician Institute for Economic Promotion (IGAPE), and the Sociedade Xestora de Entidades de Investimento de Tipo Pechado (XesGalicia). It is coordinated by the Fundación CEL Iniciativas por Lugo and has the collaboration of companies and collaborating entities in the aerospace sector.

BFAero is an initiative promoted within the Civil UAVs Initiative, the Xunta's initiative for the development of disruptive technologies in the unmanned aerial vehicles segment, aimed at improving the provision of public services and generating industrial footprint around the Galician Aerospace Hub.

The Xunta de Galicia has launched programs called Business Factory (BF), which are sectoral accelerators, also known as verticals, specializing in a specific area of activity. The advantage of these programs lies in their better adaptation to the needs of projects and the market, fostering richer synergies among participating projects, their clients, and other ecosystem agents.

The aerospace sector and the unmanned aerial vehicles segment have great growth potential, which, thanks to the policies developed by the Galician regional government and the collaboration of various institutions and companies, has an ideal platform in Galicia to innovate, develop, and serve local, national, and international clients.

In this sense, the Xunta de Galicia seeks the development of unmanned aerial systems (UAVs) technologies to improve the provision of public services in the civil sphere. To achieve this, it launched the Civil UAVs Initiative (CUI) in 2015, with the aim of developing an internationally recognized aerospace hub, relying on key facilities and infrastructure such as the Rozas aerodrome (Castro de Rei, Lugo) and the Rozas Airborne Research Center (CIAR).

BFAero is one of the actions of the Galician Aerospace Hub 2021-2026, approved by the Consello de la Xunta de Galicia on May 20, 2021. It is the aerospace sector accelerator of the Civil UAVs Initiative and, therefore, of the Xunta de Galicia. Its mission is to incubate, accelerate, and consolidate companies that provide innovative solutions to the market, consolidate the business and industrial fabric of the Galician sector, and attract national and international talent. It is promoted by the Xunta de Galicia through the Galician Innovation Agency (GAIN) —the managing body of the Civil UAVs Initiative—, the Galician Institute for Economic Promotion (IGAPE), and the Sociedade Xestora de Entidades de Investimento de Tipo Pechado (XesGalicia), as well as other collaborating entities in the sector that may join throughout the program's lifespan.

Finally, the Fundación CEL Iniciativas por Lugo contributes to BFAero its capacity to manage entrepreneurship programs and provide services to startups, spin-offs, and spin-outs, as well as its facilities at the Business Initiatives Center (business incubator) of the Pazo de Feiras e Congressos de Lugo.

2. BFAERO FEATURES

This section deals with the global characterisation of the BFAero structured in the differential aspects that distinguish the programme from other similar initiatives, the resources that will be made available to the participating projects, the phases in which the programme is structured, the timetable of the Consolidation Itinerary and the financing conditions.

2.1. Differential Aspects

Aerospace Vertical

BFAero is a vertically-focused accelerator that specializes in the aerospace sector and unmanned vehicles. Thanks to this vertical focus, projects participating in the program will have access to a specialized environment with mentors, training, services, infrastructure, and technological resources specifically designed for their development area. Furthermore, the fact that all projects work in the same field increases the likelihood of synergies, collaborations, and mutual enrichment among them.

Go-to-market strategy

Entering BFAero means entering the value chain of the aerospace and unmanned vehicles sector. Firstly, because BFAero is part of the CUI, a program with different pre-commercial procurement and innovative public procurement procedures with which the Xunta de Galicia has activated and is supporting the development of a technological innovation hub specialized in unmanned vehicles. Secondly, because the thematic areas of BFAero express the needs of the sector. Thus, projects will be oriented towards solving real problems, so they may find a commercial outlet.

Means and Resources

As detailed below, BFAero provides participating projects, mostly at no cost, with a wide range of advanced means and resources that enable agile development of technological solutions in the aerospace and unmanned vehicle fields. Participating projects will have vouchers for these purposes, which will complement BFAero's direct assistance.

Backing of an Open Innovation Ecosystem

Around BFAero, within the framework of the CUI, an ecosystem of public and private agents has been created to collaborate on developing innovative solutions in the aerospace and unmanned vehicle fields. The accelerator serves as a catalyst for collaborations between projects and the various institutions and companies in the ecosystem, starting with those that promote the program: the Xunta de Galicia, GAIN, IGAPE, XesGalicia, and the Fundación CEL Iniciativas por Lugo.

International Reach

In line with the strategy of the Xunta de Galicia in the CUI and its positioning in global markets, BFAero focuses on international markets from two perspectives. Firstly, BFAero is prepared to welcome projects from any region and country. Secondly, BFAero projects will receive the necessary support to internationalize and acquire clients in a global market.

2.2. Resources available to project

Tutoring and mentoring

Projects benefit from mentoring by experts from large companies, technological partners of the Civil UAVs Initiative in the Galician Aerospace Hub. Additionally, they are guided by a tutor with a career and experience in the specific field of the project, who will oversee its evolution and ensure that the planned objectives are met. Furthermore, they will have access to a group of experts from both the business sector perspective (aerospace, aeronautics, unmanned vehicles) and the scientific-technological dimension (materials, industrial manufacturing processes of structures and components, airworthiness systems, payload integration, data capture and processing, etc.) with the capacity to mentor them complementarily and in coordination with the corresponding tutor.

All projects receive continuous support from the team at the Fundación CEL Iniciativas por Lugo, which contributes its experience in entrepreneurship to the launch and consolidation of business initiatives.

Training

Projects participate in specific and personalized training sessions based on the needs of each initiative (funding, investment, intellectual property, pitching, communication, etc.). Attendees will be in touch with the latest management trends, able to develop a strategic vision adapted to the current context, and enhance the indispensable managerial and leadership skills to facilitate their path towards managerial excellence and that of their projects.

Access to Potential Clients and Investors

BFAero will facilitate each project's access to various potential clients throughout the consolidation process. Likewise, BFAero will facilitate the preparation and access of each project to an event or investor panel. In this regard, support and accompaniment of the project in the preparation of necessary information or documentation, as well as in the pitch preparation, would be included.

Funding

Projects will receive non-repayable financial support throughout the program duration, in addition to access to venture capital:

PROGRAM	GAIN funding*	XESGALICIA funding* (Maximum per project)
CONSOLIDACIÓN	30.000€	250.000€

* Additionally, projects may be supported with a technological services fund of up to €10,000, managed by the Fundación CEL, for the hiring of necessary infrastructures at CIAR/INTA or professional services from the Galician aerospace ecosystem, which will be previously approved by the Fundación CEL

Networking

Among the planned activities by BFAero is to promote networking among the projects and various institutions, companies, and other entities in the aerospace and unmanned vehicle sector, including joint attendance at international sector events.

CUI Infrastructures

Projects have access, among others, to the technical means and infrastructure available at the Rozas aerodrome, the [Rozas Airborne Research Center](#) (INTA-Xunta de Galicia collaboration), as well as other infrastructure and equipment provided by collaborating entities of BFAero..

The CIAR is a pioneering scientific-technological infrastructure in Europe for research in the field of unmanned aerial systems and vehicles. It offers comprehensive services for conducting tests on aerial platforms (both manned and unmanned), equipment, subsystems, components, and solutions that can be tested, qualified, approved, and certified through infrastructure and instrumentation that constitute a unique space for the development of products and solutions efficiently and safely.

You can find the available services at the following link: <https://www.inta.es/CIAR/es/solicitud-de-ensayos/>

Access to these infrastructures will be subject to availability and application procedures of the INTA.

BFAero Space

Projects have an office at the Business Initiatives Center of the Fundación CEL, located in the Pazo de Feiras e Congresos de Lugo. In the same facilities, there is also a coworking area, meeting rooms, and event halls.

Phases of the Call and Programs

Call Phase

The call phase is the period during which BFAero invites entrepreneurs, companies, startups, university spin-offs, and spin-outs of existing companies in the aerospace and unmanned vehicle sector to participate as entrepreneurial projects in the accelerator's consolidation program.

The call phase will formally begin with the publication on the program's public website of the call guidelines and will end with the deadline for project submissions, without prejudice to promotional, dissemination, and program presentation actions through the channels provided within the program or through other means such as social networks or media.

Upon opening the call, a registration form will be available for interested parties to submit their projects in the selection process. This form will be accessible until the call deadline. The information and documentation requested in it will be used, firstly, to verify that the project meets the eligibility criteria (explained in section 3.1 of this document) and, secondly, to assess its potential selection according to the evaluation criteria (outlined in section 3.2). Among the information requested in the form, a video pitch of maximum 2 minutes duration will be required, providing information about the initiative, the entrepreneurial team, the solution it offers, the target market, and the motivation for applying to BFAero (summarizing the evaluation criteria outlined in section 3.2).

To address any doubts that may arise during the registration and form completion process, various contact channels are made available to interested parties with the BFAero Management Team, Fundación CEL Iniciativas por Lugo:

- Telephone: 982 284 150
- Email: info@bfaero.es
- BFAero Adress: Fundación CEL Iniciativas por Lugo, Centro de Iniciativas Empresariales, Pazo de Feiras e Congressos de Lugo, El Palomar s/n, 27004, Lugo.

Selection

The selection phase is the period during which the projects participating in the program will be determined, chosen from the applicants who have applied for the call.

The selection phase begins once the deadline for submission of participation requests has closed and ends with the selection of projects by the BFAero Executive Committee.

The selection will be carried out in two stages, pre-selection and final selection, as follows:

- a. Pre-selection: In the first instance, the determination of projects that meet the terms and conditions set forth in these guidelines will be carried out based on the information provided in a timely manner through the form hosted on the BFAero website (www.bfaero.eu). In the event that, based on the information provided by the project in a timely manner, it is not possible to determine compliance with the minimum requirements and eligibility criteria, the project will be excluded from this stage and will be disqualified from the selection process.

In any case, for the development of this phase, only the information provided on the website through the project registration form will be taken into account, which will be available as long as the call is open and will be used to determine compliance with the minimum requirements and eligibility criteria established in section 3.1 of this document. Projects that meet the terms and conditions will be examined by the BFAero Executive Committee, whose evaluation will be based exclusively on the information provided in the registration forms. BFAero reserves the possibility for initiatives to be evaluated by external professionals, leading entities, and collaborating organizations of the Program. It will be at the discretion of the Executive Committee to determine the minimum number of projects that will be pre-selected.

- b. Selection: The pre-selected projects will be interviewed and will make an elevator pitch presentation to the BFAero Committee. All members of the candidate project team must attend the interviews in order to introduce themselves, present their capabilities and experience, and respond to any questions asked of them. Those projects that, due to force majeure or justified reasons, communicated to the Management Team, cannot attend the activities planned in this stage, may opt to do so via telematic means, provided that the Management Team accepts the change at their discretion.

On Pitch Day, although all members may attend, one of them must present the project to the Executive Committee. The Executive Committee will select a maximum of 3 projects for the consolidation program, based on the information gathered through the registration forms, interviews, and Pitch Day presentations, correlating such information with the assessment criteria established in section 3.2 of this document. Additionally, in addition to the 3 selected projects and based on the descending order of scores obtained in the selection phase, a reserve list of projects will be prepared that may join the accelerator beneficiaries in case of withdrawal or expulsion of any of the initially selected projects. In this case, the support period for the rescued project will be reduced by the time already enjoyed by the previous beneficiary project.

As indicated, the BFAero Executive Committee will be responsible for project selection and must hold at least two sessions to address the pre-selection and selection stages. It will be supported by the Management Team and may, if necessary, request reports on candidate projects from independent experts who can provide relevant information for evaluation.

Admission

The selection phase is the period during which the participation of the selected projects in BFAero is determined and formalized.

The admission phase begins with the invitation to the selected projects to join BFAero and ends with the acceptance of the invitation to join the consolidation program under the terms outlined in this section. The selected projects will receive a formal invitation to join the program at the BFAero headquarters, located in the BFAero Space at the Business Initiatives Center of Fundación CEL Iniciativas por Lugo. The project's responsible person must formally accept the invitation within 48 hours by replying to the received email. If this acceptance is not received within the specified time frame, the Executive Committee may send the invitation to the next highest-rated project. Once they accept the invitation to participate in the BFAero program and after an individualized analysis of the project's development needs in relation to the services provided by BFAero, the projects will sign:

1. A Framework Agreement outlining the commitments made by all signatories of this agreement to the selected project regarding support during the consolidation period. This agreement will specify, at a minimum, the following aspects:
 - The itinerary or Support Plan, including mentoring and training.
 - Development milestones that the project must achieve throughout the execution of the Support Plan.
 - Basic financial support, including commitments from the promoting entities of BFAero.
 - If applicable, additional financial support from both promoting entities of BFAero and other participating agents, which will be documented in the corresponding Financing Agreements as established in section 2.
 - Rules to ensure the unity of action of all funding entities.
 - Procedures for terminating the agreement and licensing the project upon completion of its participation in BFAero.

2. Financing agreements, which will be as many as financing entities decide to finance the selected project. These agreements will follow the models and practices of each of the financiers, and rights and obligations may be established bilaterally with the project, without prejudice to the rules contained in the Framework Agreement to ensure unity of action. The possibility of reaching financing agreements after the signing of the Framework Agreement, during the development of the Support Plan, is contemplated.

During this phase, all projects will receive support from the BFAero Management Team, which will guide them through the processing and accommodation process within the program.

Support Programs for Projects

Support for selected projects will commence, once the corresponding agreements are signed, with the effective implementation of the itinerary or Support Plan established in each Framework Agreement. The various actions outlined in the Support Plan will be scheduled and executed, generally concluding with the passage of the expected duration, unless agreements are terminated prematurely due to failure to meet objectives, non-compliance with commitments made by the promoters, their withdrawal from the program, or equivalent causes.

Support in the consolidation program:

The consolidation program focuses on supporting companies in the aerospace and unmanned vehicle sector, with a maximum age of 7 years from the date of registration in the Commercial Registry and with high growth potential.

These are already companies with a defined product or service and real sales. The business model must be validated and scalable. The company is starting to grow, albeit in an incipient manner.

The consolidation program will last for 6 months. Each company in consolidation will receive the necessary services and support tailored to its individual characteristics, as outlined in the committed Support Plan.

Participating companies must establish a workplace in Galicia, if they do not already have one, to access funding from GAIN. To access funding from XESGALICIA, companies must have their main activity center and registered office in Galicia.

Licensing

The licensing phase, which aims to facilitate the orderly exit of projects from BFAero, will take place once the support process for participating projects is concluded.

At least two months before the scheduled end date of the support program, the Executive Committee will assess the situation of each company to ensure that the licensing process is beneficial for all parties involved and aligns with the agreements reached in the Framework Agreement between BFAero and the participating project.

In cases where funding entities maintain their positions in a licensed company, and thus the Framework Agreement with BFAero is no longer valid, all subsequent relationships after the licensing date will be conducted bilaterally between the entities and the company.

2.3. Financing Conditions

The proposed financing from BFAero is a combination of the following modalities:

Basic Financing Commitment

The basic financing commitment is understood as the amount established by the call as the financing commitment that the selected companies will receive in their support programs.

This basic financing commitment will be structured as follows:

- From GAIN:
 - **Non-repayable funding:**
Consolidation Program*: Up to **30.000€** per project. Entities and companies associated and/or linked whose projects have been previously subsidized by GAIN under any other similar acceleration program** cannot benefit from this funding, provided they have received an amount equal to or greater than the mentioned amount.

For companies that have previously received subsidies from GAIN under similar acceleration programs, the non-repayable funding to be received in the context of BFAero will be calculated as the difference between the amount they would have been entitled to if they had not been previously financed and the amount actually subsidized in other programs.

*Additionally, selected projects may be supported with a technology services fund of up to €10,000, managed by the Fundación CEL, for the hiring of necessary infrastructures at CIAR/INTA or for professional services within the Galician aerospace ecosystem, which will be previously approved by the Fundación CEL

**This exclusion will not apply to projects that have been beneficiaries of previous calls from the BFAero accelerator in earlier stages.

Bilateral Financing Agreements

In addition to the basic financing commitment, the signatory entities and those joining the agreement and participating in the financing mechanism for the development of the aerospace and unmanned vehicle sector in Galicia may enter into bilateral financing agreements with the selected partners.

From XESGALICIA, for each company, financing may be provided, either through equity participation or in the form of a convertible loan, up to a maximum of €250,000, through the venture capital fund that best suits the project's stage of evolution.

This financing will be subject to other financiers or partners providing at least the same amount of funding to the project, as well as passing the investment analysis process conducted by the XESGALICIA team. XESGALICIA's financing will be provided under the same conditions as the financing that served as the basis for granting the convertible loan or equity investment.

General Characteristics of Convertible Loan Financing.

- Amount: Up to €250,000
- Maximum Term: Up to 7 years

- Principal Repayment Grace Period: Up to 2 years
- Convertible to Equity

For this financing, the company must be established, have its main activity center, and its legal and fiscal headquarters in Galicia. Projects funded by XESGALICIA will require subsequent

Año	Month	Call	Selection	Admission	Consolidation	Licensing
2024	Jan					
	Feb					
	Mar					
	Apr					
	May					
	Jun					
	Jul					
	Aug					
	Sep					
	Oct					
	Nov					
	Dec					

monitoring and must provide periodic financial information or any other deemed appropriate. The documentation to be submitted to XESGALICIA for obtaining this financing is detailed in Annex III of these guidelines.

This funding will be compatible with other grants established by another Public Administration, organization, or public or private entity, national or international, for the same purpose, provided that, in no case, alone or in combination with other grants, aid, income, or resources, do they exceed the cost of the subsidized activity and the maximum limits of public funding.

In the event that XESGALICIA has funded the project through another consolidation program of the Galician network of accelerators of the Xunta de Galicia, it will not be able to obtain funding in the BFAero program, unless otherwise agreed by the investment committee and by the Board of Directors of XESGALICIA.

In the event of abandonment, failure to comply with the terms set forth in the program's call or with the conditions established for its granting, or a negative monitoring report, XESGALICIA shall be entitled to terminate the granted funding and/or refrain from making pending disbursements. The documentation required to submit to XESGALICIA for obtaining this funding is detailed in Annex III of these guidelines.

2.4. BFAero Consolidation Itinerary Schedule

For scheduling purposes, BFAero is structured into the aforementioned phases of call, selection, admission, consolidation, and licensing.

The registration period or call phase begins with the publication of this document on the BFAero website, with May 14, 2024, at 2:00 PM established as the deadline for project registration. Only those applications submitted within the specified timeframe through the appropriate channel and fully completing the questionnaire will be accepted for the selection phase.

Once the call phase has concluded and, therefore, the project registration deadline has passed, the selection phase will commence. During this phase, the submitted applications will be evaluated, and those selected to join BFAero will be chosen.

Next, the selected projects will move on to the admission phase, during which they will have a maximum of 1 month to provide the required documentation, sign the necessary agreements, and complete other procedures related to their entry into BFAero. It is during this phase that the Framework Agreement will be drafted and signed.

Subsequently, the consolidation program will commence according to the plan outlined in the Framework Agreement, which will have its own schedule.

The final deadlines and dates will be published on the BFAero website.

3. TERMS AND CONDITIONS

In this chapter, the various conditions that determine the relationship between BFAero and the projects applying to the call and participating in the consolidation support program are detailed. Firstly, the eligibility criteria are described, which are the characteristics that projects must have in order to be considered eligible and, therefore, evaluated in the selection process. Secondly, the evaluation criteria are explained, which determine the aspects that the Executive Committee will analyze to select the candidate projects, and their relative weight. Thirdly, the general commitments and requirements that participating projects in the consolidation program must adhere to while their relationship with BFAero is active are detailed. Finally, incompatibilities are outlined, which establish that certain entities, given their involvement in BFAero, cannot submit projects to the call.

3.1. Eligibility criteria

- a) Eligible to participate in the BFAero Consolidation Pathway are companies established, in a consolidated state, with a defined product or service and sales, belonging to the aerospace sector and unmanned vehicles whose necessity is:
 - Define and develop a commercial plan aimed at increasing sales obtained through the commercialization of your product by acquiring new clients or entering new international markets. Companies should need to adapt their production and industrialization processes to meet the increased demand for their product.
 - Develop technical or technological improvements in the product already being marketed due to market feedback, with the goal of increasing sales and reaching potential customers to whom their product or service may not yet be responding.

Furthermore, projects must specifically address more concrete issues defined through thematic areas of the CUI according to the existing innovation needs in the sector.

Thus, the thematic areas established for the BFAero Consolidation Itinerary are as follows:

1. Platforms and their components: structures, energy, propulsion, systems, navigation, piloting.

2. Equipment and systems: both onboard and on the ground.
3. Applications of unmanned vehicles for specific markets.

Eligible companies in a state of consolidation shall be understood as those with a maximum age of up to 7 years from the date of registration in the Commercial Registry and with high growth potential. These are companies with a defined product or service and real sales. The business model must be structured and scalable. The nature of the projects may be:

- Startup: A recently established company, typically associated with innovation and with a scalable business model.
- One company spin-out: empresa de reciente creación resultado de la escisión de un proyecto de una empresa existente.
- Several companies spin-out: empresa de reciente creación resultado de la escisión de un proyecto desarrollado de forma colaborativa por varias compañías.
- Spin-off: proyecto/empresa de reciente creación nacida a partir de un desarrollo innovador con origen en universidades o centros tecnológicos.
- Proyectos de empresas del sector aeroespacial.

A company dedicated to the aerospace sector and unmanned vehicles will be understood as one that contributes to this sector and its operations. Unmanned vehicles include UAVs (Unmanned Aerial Vehicles), USVs (Unmanned Surface Vehicles), and UGVs (Unmanned Ground Vehicles), with the latter being the vertical in which BFAero specializes. Also eligible for participation are projects from sectors other than this vertical, provided they have applications within the aerospace and unmanned vehicle sector.

- a) Each entrepreneurial initiative may present multiple projects, provided that the product or service is validated by the market and has real sales, but will only be eligible for one of them.
- b) All project team members must be of legal age.
- c) Projects must be formally constituted as a business entity (corporation or limited liability company) with a maximum age of 7 years from the date of registration in the Commercial Registry at the closing date of the call.
- d) For selected projects promoted by entrepreneurs with companies without fiscal or social domicile in Galicia, they will undertake to establish a place of business in the Autonomous Community within a maximum period of one month from the date of admission.
- e) Projects must own the intellectual and/or industrial property of the idea, product, or service presented, or, alternatively, have the corresponding permissions for the use of intellectual and/or industrial property from third parties.
- f) Presented projects must have a product/service maturity level of TRL 8 or TRL 9, according to the H2020 TRL definition, with the fact that it is not being considered a disqualifying criterion for project eligibility. For cases where a technical or technological improvement proposal is presented for the product, the current product maturity level must be indicated.

- g) The application form, among the requested information, will include a section where candidates must attach a video pitch with a maximum duration of 2 minutes and a maximum file size of 10MB, providing information about the initiative, the entrepreneurial team, the solution it offers, the target market, and the motivation for applying to BFAero. Additionally, a visually appealing pitch deck summarizing the key aspects of the project must also be attached, with a maximum file size of 10MB. Failure to comply with this requirement may result in disqualification of the candidate.

3.2. Evaluation criteria

The received applications will be evaluated based on 4 blocks of criteria: project, team, commercial development, and socioeconomic impact, with a weighting of 35%, 20%, 30%, and 15%, respectively.

The following aspects will be taken into account:

Criteria		Maximum score
Project Evaluation		Relative Weight-35%
C1	Alignment with the established thematic areas in the call Exclusionary Criterion	Exclusionary criterion
C2	Degree of innovation and technological challenge of the project	15%
C3	Degree of scalability of the product from operational and business perspectives	15%
C4	Quality and methodology of the proposal presented	5%
Team evaluation		Relative Weight-20%
C5	Commitment and dedication of the team Exclusionary Criterion	Exclusionary criterion
		10%
C6	Adequacy and complementarity of team members to ensure goal achievement	10%
Commercial Development Evaluation		Relative Weight-30%
C7	Commercial implementation of the product or service and existence of sales and customers	20%
C8	Potential for internationalization	10%
Socioeconomic Impact		Peso relativo-15%
C9	Potential impact on society and/or on the future development of products and services in the project's	5%

	application scope	
C10	Impact on the dynamization of the business fabric of Galicia	5%
C11	Impact on generated and projected employment in Galicia	5%
TOTAL		100%

C1. Alignment with the established thematic areas in the call (Exclusionary Criterion)

The project must align with one of the three thematic areas established in the call (section 3.1), with failure to do so considered an exclusionary criterion for determining project eligibility.

C2. Degree of innovation and technological challenge of the project (15%)

For the assessment of technological innovation, three factors will be considered:

- The characteristics of the product or service.
- The problem or need it addresses.
- Its advantages compared to competitors.

Additionally, having the ENISA Startup certification will be taken into account.

C3. Scalability of the product from both operational and business perspectives (15%)

For evaluating the scalability, the current business model should be described from both production and commercial perspectives, along with justification for why it is considered scalable.

Additionally, having the ENISA Startup certification will be considered.

Quality and methodology of the presented proposal (5%)

The quality and methodology of the proposal presented to BFAero will be assessed considering that:

- The project must be supported by a realistic work plan that provides an initial scope and time planning allowing subsequent project monitoring. The work plan should include a description of the product or service to be developed, the necessary activities and resources to achieve the result, clear and verifiable milestones, and deliverables.
- The work plan must offer a clear relationship between the individuals and the tasks they perform and be consistent with the proposed human workforce and the budget (BFAero funding) for each of the activities..

C5. Commitment and dedication of the team (Exclusion criterion)

It will be considered as an exclusion criterion not to have at least 2 profiles dedicated 100% to the project.

C6. Commitment and dedication of the team (10%)

Starting from the minimum of 2 profiles entirely dedicated to the project presented to BFAero (exclusion criterion), the positive evaluation will be given to the number of additional profiles and their dedication percentage.

C6. Suitability and complementarity of team members to ensure goal achievement (10%)

For the evaluation of the suitability and complementarity of team members, it will be considered that the project team has all the necessary skills and capabilities to successfully achieve the objectives of the project presented to BFAero. In case they do not have any necessary profile, it will be evaluated that their incorporation is proposed during the program period.

C7. Commercial implementation of the product or service and existence of sales and clients (20%)

For the assessment of the commercial implementation of the product or service, three factors will be considered:

- The net amount of turnover in recent years, explaining the portion attributable to the product or service presented to BFAero.
- The number of contacts and clients made during the last fiscal year.
- Having a defined marketing strategy in execution.

C8. Internationalization potential (10%)

For the assessment of the internationalization potential, two factors will be considered:

- The number of countries where the company currently sells the product or service presented.
- Having a defined internationalization strategy aimed at increasing sales levels in international markets in the short or medium term. It will also be valued if it is already in execution.

C9. Potential impact on society and/or on the future development of products and services in the project's field of application (5%)

Positive consideration will be given to projects that have influence in their field or sector of application, enabling the development of new products and services and having an impact on the socioeconomic development of the region.

C10. Impact on the dynamism of the business fabric of Galicia (5%)

Positive consideration will be given to projects that have an impact on the development of the business fabric of the region, establishing or planning to establish collaborations and/or synergies with public administrations, universities, technological centers, and/or companies in the ecosystem.

C11. Impact on employment generated and forecasted in Galicia (5%)

Positive consideration will be given to projects that have generated or are expected to generate employment in the region, whether it involves talent from Galicia or attracted from outside.

Additionally, if the received applications meet one of the following conditions:

- Have participated in any of the instruments of the European Innovation Council (EIC): Pathfinder, Transition, or Accelerator¹.
- Have received the Seal of Excellence from the EIC².
- Have participated in any of the Knowledge and Innovation Communities (KIC) of the European Institute of Innovation and Technology (EIT)³.

Their evaluation will be increased by five percent (5%), with a maximum evaluation of 100%. If an application meets two or more of these conditions, the increase in evaluation will not be cumulative, it will only be 5%

3.3. General commitments

The commitments that projects generally adhere to are as follows:

- Accept and comply with the program's guidelines.
- Ensure that the provided information is accurate.
- Meet the deadlines set by BFAero for supplying information.
- Keep the project and team member information updated on the BFAero management platform during the program's validity, which will be integrated into the Comprehensive Dashboard (CMI) of the CUI.
- Collaborate in the promotional activities of the BFAero program.
- Guarantee the provision of any additional information that may be required throughout the program.
- Notify significant changes related to the composition of the promoting team, the entry of new partners in the share capital, name, trademarks, and logos, as well as provide any other substantial project information, during the program's validity.
- Attend and actively participate with a minimum of two registered members of the promoting team in all program activities.
- Utilize the facilities provided to the projects, including the business incubator of the CEL Foundation and the CUI infrastructure.
- Total team dedication, which must be progressively completed according to required profiles.
- Key Performance Indicators (KPIs) dashboard and monthly evolution.
- Monthly cash flow reporting and quarterly accounts.
- Compliance with milestones or, alternatively, providing reasoned justification for non-compliance.
- Mandatory participation in training and mentoring activities.
- Transparency of projects in reporting on their progress and results.
- Comply with the requirements for company formation within the specified conditions and deadlines, as well as the requirements for establishing a workplace.

¹ [EIC Accelerator - European Commission \(europa.eu\)](https://europea.eu)

² Second Regulation (EU) 2021/1695 of the European Parliament and of the Council of 28 April 2021 establishing the Horizon Europe Framework Programme for Research and Innovation (OJ L170)

³ [European Institute of Innovation & Technology \(EIT\) | EIT \(europa.eu\)](https://europea.eu)

3.4. Incompatibilities

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

- Promoting entities cannot participate in or submit projects as project owners.
- Members of the Executive Committee cannot participate as project promoters and/or be part of selected projects. In the event that they are affiliated with their respective entities, express consent from all members of the Executive Committee is required.
- If collaborating entities or their affiliated personnel submit projects, these must be authorized by the entire committee.
- Members of the Management Team cannot participate as project promoters and/or be part of selected projects.
- Entities whose projects have been previously funded by GAIN under any other similar acceleration program, in their incubation, acceleration, or consolidation programs, will be excluded from GAIN funding under this agreement. This exclusion does not apply to projects funded solely through participation in the different phases of the BFAero accelerator.

4. LEGAL ASPECTS

Given that information exchanges will take place throughout the various phases of the program, it's important to clarify their use and the responsibilities that arise from them.

4.1. Acceptance of the Terms

Participation in the call implies acceptance of these terms, without reservations or conditions, as well as any resolutions that may arise.

In the event that it is found during the program's development that any member of any participating team fails to comply with the commitments signed in the Framework Agreement, the Executive Committee reserves the right to demand compliance with these commitments, and if not fulfilled, the candidacy may be excluded. In this regard, projects will be subject to continuous evaluation throughout all phases of the program, so those that do not meet the established requirements, obligations, and milestones may be excluded from it and, consequently, lose the benefits derived from it, subject to a reasoned report from the BFAero Executive Committee. Additionally, BFAero reserves the right to cancel, modify, or suspend any aspect or criterion of the call and selection process. The commitment assumed by accepting these terms will take effect upon acceptance and will remain in force for up to five years after the completion of the call in which they were accepted..

4.2. Responsibilities

Applicants shall be liable for all damages, direct or indirect, caused or that may be caused by the breach of these terms, releasing the program organizers from any responsibility in this regard, without exception.

In these terms, applicants shall be responsible for any infringement of third-party rights during their participation in this call's program and shall indemnify the affected third parties and, where appropriate, the program organizers for any damage or harm caused and claimed judicially or extrajudicially, including explicitly the fees of the professionals involved in the procedures, due to the breach of the obligations described in these terms.

4.3. Intellectual Property

Having, if applicable, intellectual property rights to the idea/project presented, or having the corresponding permissions for its use, is a minimum requirement set forth in the terms and conditions. Each applicant guarantees that the content of their presentation is their original creation and does not infringe any rights, including the intellectual property rights of third parties, and that the content is not illegal or created in breach of any contractual obligation with 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, BFAero shall have the right, without prejudice to any other legal remedies, to withdraw, reject, or suspend the rights granted to the applicant under these terms.

The participant expressly authorizes the program organizers to use their name and image in advertising material related to this call, without any compensation. By submitting their application, the participant acknowledges that the submission of the application document confirms its voluntary nature.

The applicant agrees that the program organizers may make decisions regarding the call, as well as the final selection of projects for the program. The applicant acknowledges that, even if their project is selected, the program organizers are not obligated to fully develop the program.

4.4. Disclosure of Information

Participants consent to the use of basic project data during the evaluation processes outlined in the terms and conditions.

Likewise, acceptance of these terms authorizes the sponsoring entities to use the project logo, name, or any other type of audiovisual material developed or recorded during the program, in all dissemination and communication activities they deem appropriate, regardless of the medium or format used.

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

4.5. Communications

All notifications will be communicated via the email address or phone number provided in the project registration form, or any subsequently provided contact information by the main project promoters for this purpose.

4.6. Personal Data Protection

In compliance with Regulation (EU) 2016/679 on the protection of personal data, we inform you that the data controllers for the information provided as a participant will be processed by the promoting and collaborating entities of the BFAero program, including, among others, the following entities: Axencia Galega de Innovación with VAT ID Q-1500386-F; Instituto Galego de Promoción Económica with VAT ID Q6550010-J; XesGalicia Sociedad Gestora de Entidades de Inversión de Tipo Cerrado, S.A.U. with VAT ID A-15.674.203; Fundación CEL Iniciativas por LUGO with VAT ID G-27.213.206. The purposes of processing include evaluating the submitted projects, managing participation in the program, and promoting it publicly.

The legal basis for using your data is based on your acceptance of all the provisions in these terms, the associated legal obligations, as well as your consent. The recipients of the information will be all the promoting entities, as well as third parties in compliance with associated legal obligations. The expected retention period is as established in each phase of the project indicated in these terms, as well as the time necessary to comply with associated legal obligations, and in any case until consent is withdrawn. No international data transfers are foreseen except for storage purposes, and if necessary, we will only use certain applications involving international transfers to the United States, ensuring that they are made only with entities that have demonstrated compliance and have committed through standard contractual

clauses (SCCs) to meet the level of protection and guarantees according to the parameters and requirements provided in current European data protection legislation, such as the European Regulation, or when there is a legal basis for the international transfer. Participants can exercise their rights of access, rectification, erasure, data portability, restriction, and objection, as well as revoke their consent if applicable, by contacting BFAero via email at protecciondatos@bfaero.es. Additionally, you may file a complaint with the Spanish Data Protection Agency if you believe your rights have been violated. More information is available at www.bfaero.eu.

4.7. Claims

For the interpretation and enforcement of these terms and conditions, the Executive Committee and the program participants shall 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. To this end, the parties commit to making their best efforts in good faith to reach a consensual solution to their disputes, taking into account the common intention expressed in the document, within a maximum period of fifteen (15) business days from the date on which either party gives written notice to the other regarding any claim, without the lack of response from the other party suspending the aforementioned period.

Any dispute, controversy, or claim arising from this document or its interpretation that has not been resolved in accordance with the provisions of the preceding paragraph, as well as matters relating to non-compliance, termination, or nullity, shall be resolved through arbitration. The arbitration shall take place in the city of Lugo. The arbitral award shall be final and binding, with the parties waiving any available recourse against it.

4.8. Confidential information

Confidential Information and Trade Secrets shall not include any information:

- (i) which was in the public domain at the time of disclosure;
- (ii) which, after being disclosed, became publicly available or otherwise entered the public domain;
- (iii) which, at the time of disclosure, the Receiving Party already possessed lawfully or had legal right to access;
- (iv) for which prior written consent from the other party to disclose the information was obtained;
- (v) which has been requested by competent Administrative or Judicial Authorities that must pronounce on total or partial aspects thereof, in which case, the party required to make the disclosure must notify the other party prior to such disclosure taking place; or
- (vi) which has been independently created by each Party..

4.9. Conflict of interest

It is possible for Fundación CEL to work with companies or entities that may compete with the Project or whose interests may conflict with those of the Project. Fundación CEL will not be

subject to any prohibition or limitation, but it will not use Confidential Information from the Project for the benefit of third parties, nor Confidential Information from third parties for the benefit of the Project. Fundación CEL has procedures to identify conflict of interest situations.

However, Fundación CEL cannot guarantee the identification of all potential situations that may exist. In the event that the Project identifies a potential conflict of interest, it must notify Fundación CEL as soon as possible in writing in order to agree on the appropriate procedures to maintain confidentiality and ensure that Fundación CEL's recommendations and opinions are completely independent.

4.10. Ethical Conduct

Fundación CEL has a code of ethics, which includes a set of values, principles, and guidelines that govern the behavior of the Foundation, characterized by the utmost respect for individuals and current regulations, such as the Universal Declaration of Human Rights, the precepts of the International Labour Organization, OECD guidelines (particularly regarding the fight against corruption, bribery, money laundering, and non-discrimination), as well as commitments to sustainable development.

Therefore, Fundación CEL requires all individuals or legal entities with whom it initiates and/or maintains a contractual relationship to respect principles compatible with those described above.

4.11. Other considerations of interest

- BFAero does not guarantee the availability and continuity of the operation of the platform or the services hosted on it, as it may experience interruptions or defects in its operation. BFAero assumes no responsibility for any damage or loss suffered by the applicant due to the non-functioning or inability to use the information or services provided through the platform. BFAero will not be liable for any damage or loss that may be caused by interference, omissions, interruptions, computer viruses, or disconnections on the portal and the services for any reason, including causes beyond BFAero's control.
- The applicant will not use the platform to send content that may violate current law or public morality or any other harmful, abusive, disrespectful, defamatory, vulgar, obscene, racist, or otherwise offensive content; perform any illegal or fraudulent act; or send any documentation or material unrelated to the purposes of the call or to BFAero as a whole. BFAero reserves the right to remove any content that violates these terms.
- Participants in the program undertake to provide, within the duration specified in the last paragraph of the "Acceptance of the Bases" section, any additional documentation that may be required by the program managers to fulfill information obligations that may arise from currently applicable regulations or that may come into force during the program. Failure to provide this information within the specified timeframe may result in the suspension and/or termination of the program for the infringing parties.

5. ANNEXES

5.1. ANNEX I: Documentation to be submitted to GAIN prior to the signing of the direct concession agreements

To determine the eligibility for payment of the grants to each beneficiary, the certification issued by the management team, relating to the projects definitively incorporated into the accelerator, will be taken into account.

With this certification, the following documentation will be provided for each project incorporated into the accelerator:

- Tax Identification Number (NIF) of the company.
- Certificate of ownership of the account to which payments should be made, indicating the company name, the International Bank Account Number (IBAN), or the Bank Identifier Code (BIC/SWIFT).
- Declaration of non-involvement in any of the prohibitions for obtaining subsidies as outlined in Article 10 of Law 9/2007, of June 13, on subsidies in Galicia.
- Certificates of compliance with tax obligations to the state, the autonomous community, and the Social Security.
- Letter listing each selected project with the established company and its legal representative, as well as the start and end dates of the acceleration program.

5.2. ANNEX II: Model of Direct Grant Agreement

COLLABORATION AGREEMENT BETWEEN THE GALICIAN AGENCY OF INNOVATION AND _____ BY WHICH THE TERMS OF EXECUTION OF THE SUBSIDIES PROVIDED IN THE AGREEMENT SIGNED BETWEEN THE GALICIAN AGENCY OF INNOVATION (GAIN), GALICIAN INSTITUTE FOR ECONOMIC PROMOTION (IGAPE), CLOSED-END INVESTMENT ENTITY MANAGEMENT COMPANY, S.A.U (XESGALICIA) AND THE CEL FOUNDATION INITIATIVES FOR LUGO FOR THE IMPLEMENTATION OF **THE BUSINESS FACTORY AERO CONSOLIDATION ITINERARY - BFAero CALL ARE REGULATED.**

Santiago de Compostela, _____

GATHERED:

On the one hand, D. MARÍA JESÚS LORENZANA SOMOZA, Regional Minister of Economy, Enterprise and Innovation of the Xunta de Galicia, appointed to the said position by Decree 148/2016, of 13 November, appointing the heads of the departments of the Xunta de Galicia (DOG nº127, of 14 November), acting in the exercise of the powers conferred by Article 34 of Law 1/1983, of 22 February, on regulatory rules of the Xunta de Galicia and its Presidency and by Decree 175/2015, of 3 December, establishing the organic structure of the Regional Ministry of Economy, Enterprise and Innovation; President of the Galician Innovation Agency (hereinafter, GAIN), by virtue of the provisions of Article 12 of Decree 50/2012, of 12 January, creating the Galician Innovation Agency and approving its statutes

On the other hand, D/Dña. _____, with NIF _____, and notification address in _____, in name and representation of the company _____, project promoter.

EXPONENTS:

- I. That the Galician Agency of Innovation (hereinafter, GAIN), the Galician Institute for Economic Promotion (hereinafter, IGAPE), XESGALICIA Sociedad Gestora de Entidades de Inversión de Tipo CERRADO SAU (hereinafter, XESGALICIA), and the CEL Foundation Initiatives for Lugo (hereinafter, CEL FOUNDATION) signed an agreement for the continuation of the Aeronautics Business Factory- BFAero.
- II. That said agreement provides for various financial contributions for the projects selected for the consolidation program by the Executive Committee of the BFAero Program, a condition met by the aforementioned project.
- III. This agreement aligns with the provisions of Law 5/2013, on the promotion of research and innovation in Galicia, as well as with the priorities contained in the Galician Smart Specialization Strategy Plan (RIS3), specifically in the framework program for Innovative Entrepreneurship. At the same time, Law 14/2013, of September 27, on support for entrepreneurs and their internationalization, establishes as its objective in its first article the support for entrepreneurs and their business activity, promoting their development, growth, and internationalization, and fostering entrepreneurial culture and a favorable environment for economic activity, both in the initial stages of starting their activity and in their subsequent development, growth, and internationalization.
- IV. The singular nature of this agreement is justified by the existence of a previous

selection of the beneficiary project that met the necessary requirements for publicity and selection under a competitive regime. The publicity requirements were ensured by the publication of the call for proposals for the BFAero Program on the program's website, and said call was open to all projects that had met the specific conditions of the program.

At the same time, Law 14/2013, of September 27, on support for entrepreneurs and their internationalization, establishes as its objective in its first article the support for entrepreneurs and their business activity, promoting their development, growth, and internationalization, and fostering entrepreneurial culture and a favorable environment for economic activity, both in the initial stages of starting their activity and in their subsequent development, growth, and internationalization.

- V. The unique nature of this agreement is justified by the prior selection of the beneficiary project, which met the necessary requirements for publicity and selection under a competitive bidding process.

The publicity requirements were ensured through the publication of the BFAero Program call on the program's website, with said call open to all projects that had met the specific conditions of the program.

Based on the above, both parties agree to subscribe to this collaboration agreement, subject to the following,

CLAUSES:

First. - Purpose.

This Agreement aims to regulate the terms and conditions of the grant execution provided in the agreement signed between GAIN, IGAPE, XESGALICIA, and the FUNDACIÓN CEL, for the development of the BFAero Program.

A descriptive document of the specific characteristics of the project will be incorporated into this agreement, according to the model provided for this purpose, as well as the Support Plan foreseen with the selected project.

Second. - Duties of the beneficiary.

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

- a. Proceed to reimburse the subsidy received in the event of non-compliance with the conditions of participation in the BFAero program.
- b. Provide the information requested by the General Intervention of the Autonomous Community, by the Court of Auditors, and by the Council of Accounts in the exercise of their supervisory and control functions regarding the destination of the subsidies; and submit to the verification procedures that said bodies must carry out related to financial control, and other applicable ones; as well as those carried out by the granting body; and, if applicable, to those of the managing authority, to the verifications of Article 13 of Regulation (EC) No 1828/2006 and, if applicable, to those of the financial services of the European Commission and the European Court of Auditors, and provide any

information requested in the exercise of the aforementioned actions.

- c. Notify the granting body of the obtaining of subsidies, aid, income, or resources that finance the subsidized activities. This communication must be made as soon as it is known and, in any case, prior to the justification of the use given to the funds received.
- d. Justify, in cases where the amount of the eligible expense exceeds the amounts established in Law 9/2017, of November 8, on Public Sector Contracts for the minor contract; the request for at least three offers from different suppliers, prior to the commitment for the work, provision of the service, or delivery of the good, unless due to its special characteristics there is not a sufficient number of entities in the market that perform, provide, or supply them, or unless the expense was incurred prior to the grant application, in accordance with the provisions of paragraph 3 of Article 29 of Law 9/2007, of June 13, on subsidies in Galicia, as amended by the second final provision of Law 2/2013, of February 27, on the General Budgets of the Autonomous Community of Galicia for the year 2013.
- e. Give express consent to the publication by the Galician Administration of the data related to this agreement, in accordance with Article 15 of Law 1/2016, of January 18, on transparency and good governance, regarding specific obligations regarding information on agreements; and with the provisions of Decrees 126/2006, of July 20, and 132/2006, of July 27, regulating the registry of agreements of the Xunta de Galicia, and the public registries created in Articles 44 and 45 of Law 7/2005, of December 29, 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, provided for in Article 20 of Law 38/2003, of November 17, on subsidies, amended by Article 30.3 of Law 15/2014, of November 16, on rationalization of the public sector and other administrative reform measures.
- g. Fulfill the publicity obligations established in Article 18 of Law 38/2003, of November 17, on subsidies, amended by Article 30.2 of Law 15/2014, of September 16, on rationalization of the public sector and other measures of administrative reform.

Third. - Funding and Eligible Expenses

The total amount of aid to be granted by GAIN to each participating project is €30,000.

This amount will be financed from budget line 06.A2.-561.A-770.0 of the GAIN budgets for the corresponding year.

To determine the source of the aid payment to the beneficiary, the certification issued by the program management team of the BFAero Program, listing the projects selected by the Technical Committee of the Program, will be taken into account.

Expenses eligible for subsidy shall be those that are consistent with the nature of the subsidized activity and are strictly necessary for the development of the project in accordance with the activities outlined in the support plan. In no case shall the cost of acquisition of eligible expenses exceed the market value.

Only expenses incurred within the period between the start and end dates of the program will be accepted.

As an indicative list, the following items are considered eligible:

- Personnel costs.
- Costs of participation in fairs, congresses, and other networking activities specific to the project.
- Acquisition of equipment and instrumental materials to the extent that they are used for acceleration activities.
- Costs of obtaining, validating, and defending patents and other intangible assets; costs derived from obtaining necessary official certifications for project viability will be included.
- External technological services.
- Support services for business plan development, market entry, or investor search.
- Subcontracting (up to 50% limit).

In accordance with the provisions of Article 29.3 of Law 9/2007, of June 13, on subsidies in Galicia, when the amount of the subsidized expense exceeds the amounts established for minor contracts in the consolidated text of Law 9/2017, of November 8, on Public Sector Contracts, which transposes into Spanish law the Directives of the European Parliament and of the Council 2014/23/EU and 2014/24/EU, of February 26, 2014; the beneficiary must request a minimum of 3 offers from different suppliers prior to entering into the commitment, unless, due to its specific characteristics, there are not enough entities in the market, or unless the expense was incurred before the subsidy application. The choice among the offers presented, which must be included in the justification, must be expressly justified in a memorandum when the choice does not fall on the most advantageous economic proposal.

Acts contracted with research organizations or other entities, which involve the execution of part of the activities included in the acceleration program that constitutes the object of the subsidy, will be considered subcontracting. Subcontracting, duly justified and motivated, must comply with the provisions of Article 27 of Law 9/2007 of June 13, on subsidies in Galicia, whereby, in any case, it cannot exceed 50% of the total cost of the subsidized activity.

In cases of subcontracting, beneficiaries must provide an express statement that the individuals or entities subcontracted for the subsidized activities are not linked to them, in accordance with Article 27.7 of Law 9/2007, of June 13, on subsidies in Galicia and its regulations.

If the VAT amount is non-recoverable, it may be considered an eligible expense. In this case, a certificate regarding the entity's VAT status must be submitted.

GAIN will provide the financing of these subsidies through mechanisms provided for in the legal framework, and compliance with the legal requirements to be beneficiaries is an indispensable condition for their granting

Fourth. - Payment Regime.

In accordance with the provisions of Article 31.6 of Law 9/2007, of June 13, on subsidies in Galicia, and Articles 62 and 63 of its implementing regulations, payments may be made in advance, with these being funds provided prior to justification, as necessary financing to carry out the actions inherent to the subsidy.

Detailed instructions and corresponding forms for the submission of documentation will be provided by the Galician Innovation Agency, and it is necessary to submit the documentation in an orderly manner following the structure established in said instructions.

The amount allocated to each of the selected projects will be paid upon request and justification of the granted subsidy with the following documentation:

- a. Application, in the model to be provided by the Galician Innovation Agency, containing the following declarations of responsibility:
 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, from all public administrations. If applicable, a simple copy of the resolution granting those other aids must be provided.
 2. Declaration of all aid received by the company under the de minimis regulation during the two previous fiscal years and during the current fiscal year.
 3. 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 June 13, on subsidies in Galicia..
- b. Certifications of being up to date with state tax obligations, with the autonomous community, and with Social Security, if the previously submitted certifications are not valid.
- c. Economic report, using the model provided by the Galician Innovation Agency, detailing the expenses incurred with the received subsidy, including their relation to the proposed activities of the acceleration program.
- d. Documentation justifying the expenditure: Expenses will be justified with invoices and other documents of equivalent probative value in legal-commercial traffic or with administrative effectiveness, in original or authentic electronic copies. When the beneficiary does not have electronic invoices for justifying the subsidy, they must provide an authentic electronic copy of the original paper documents, following the procedures established by current regulations.
- e. Documentation justifying the payment: Payments will be justified with original documents or authentic electronic copies of bank transfers, bank certifications, bank statements, or documents obtained through electronic banking as long as they bear the bank's stamp. Payments justified by supplier receipts will not be accepted under any circumstances.

These documents must clearly identify the recipient and the payer of the payment, the invoice number, the total amount paid (including VAT), and the purpose of the payment. If the payment document does not reference the invoices, it must be accompanied by supplementary documentation that allows verification of the correspondence between the expense and the payment (traceability).

If a payment receipt includes multiple invoices, a detailed list of these invoices must be provided, demonstrating that the payment corresponds to these invoices. In the case of invoices paid together with others not related to the plan, the corresponding bank statement must be provided, accompanied by the payment order from the company

stamped by the bank, detailing the invoices.

Under no circumstances will payments be accepted as justified through supplier receipts, cash payments, payments made with debit or credit cards not associated with the beneficiary company.

- f. Final report of the annual period of the project's incubation program: The fulfillment of the conditions imposed in the grant award will be justified, indicating the activities carried out and objectives achieved. This report will be signed by the representatives of the beneficiary entity and the BFAero program management team. The entity may submit any other documentation or material it deems necessary to better justify the subsidized actions.
- g. Certificate regarding the entity's VAT situation, only in cases where VAT is not recoverable.
- h. Payment letter referred to in Article 48.2. g) of Decree 11/2009, of January 8, approving the Regulation of the Galician Subsidies Law, relating to the reimbursement of unapplied balances and the interest derived from these; required in cases where the possibility of granting advances is foreseen.

Sixth. - Alteration of actions.

The need to modify the planned activities, which would entail a change in the conditions considered when granting the subsidy, could lead to the modification of the subsidy awarded. However, this modification will only proceed after receiving the favorable report from the Executive Committee.

The process for approving the modification of activities will begin with the request from the interested party, in which the scope of the proposed modification and how it will affect the project's development must be clearly specified. This request will be submitted to the registry of the Galician Innovation Agency.

Once the request is received, GAIN will gather the corresponding favorable report or approval from the Technical Committee. Subsequently, GAIN will approve, if applicable, the proposed modification.

If the aforementioned modification is carried out, it will be formalized in the corresponding document or addendum. According to the provisions of Article 31.4 of Law 14/2013, of December 26, on the rationalization of the regional public sector, agreements signed by the general administration of the Autonomous Community and the instrumental entities of the regional public sector may be subject to modification when their purpose is to achieve budgetary stability and financial sustainability objectives. These modifications may involve reducing the volume of obligations or extending their execution period.

Seventh. - Compatibility with other aids

These aids shall be compatible with any other aids established by this or any other Public Administration, national or international public, private or personal entity, for the same purpose, provided that, in any case, whether independently or in conjunction with other subsidies, aids, income or resources, they do not exceed the cost of the subsidized activity.

However, entities whose projects have previously been subsidized by GAIN under any other similar acceleration program shall be excluded from the subsidy provided by GAIN under this agreement.

This exclusion shall not apply in the case of projects that are financed solely through participation in the various phases of the BFAero accelerator.

Eighth. - Applicable regime and reimbursement

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

Partial or total reimbursement of the funds received shall be made in the event of non-compliance with the conditions established for their granting, as provided for in Title II of Law 9/2007, of June 13, on subsidies in Galicia.

Similarly, reimbursement (total or partial) shall proceed in the event of non-compliance and/or misappropriation of the acceleration by any of the projects selected in the final phase, which shall be reflected in a sufficiently motivated report.

They shall also be subject to the de minimis regime established in Commission Regulation (EU) No. 1407/2013 of December 18, 2013, on the application of Articles 107 and 108 of the Treaty on the Functioning of the European Union to de minimis aids (OJ L352/1, of December 24, 2013).

In accordance with Article 3.2 of the aforementioned regulation, the total amount of de minimis aids granted by a Member State to a single undertaking shall not exceed EUR 200,000 over any period of three fiscal years. The maximum limit applies to the entire set of aids received on a de minimis basis by the undertaking, regardless of how they are granted or the objective pursued. The beneficiary shall submit a declaration of all aids received by the undertaking on a de minimis basis during the two previous fiscal years and during the current fiscal year.

Ninth. - Monitoring and execution mechanisms

To ensure proper monitoring of the agreement's actions, a monitoring committee shall be established, with equal representation from GAIN and the beneficiary entity.

Tenth. - Validity

Without prejudice to the provisions of clause two regarding the start date of the acceleration activities, this agreement shall be valid from the day following its signing until the completion of the consolidation program, with no possibility of extension.

Eleventh. - Legal nature and resolution of conflicts

This agreement has administrative nature and shall be governed by the provisions of these clauses and by the provisions of Law 9/2007, of June 13, on subsidies in Galicia; as well as by Decree 11/2009, of January 8, approving the regulations of said Law; and by any other applicable regulations.

Twelfth. - Amendment of the agreement

In accordance with the provisions of Article 31.4 of Law 14/2013, of December 26, on the rationalization of the regional public sector, agreements signed by the general administration of the Autonomous Community and the instrumental entities of the regional public sector may be subject to modification when their purpose is to achieve budgetary stability and financial sustainability objectives.

Such modifications shall aim to reduce the volume of obligations or extend their execution period.

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

Notwithstanding the foregoing, any alteration of the actions related to the projects presented shall be governed by the provisions set forth in the Program's guidelines.

This agreement may be amended with the aim of achieving budgetary stability and financial sustainability objectives. Such amendment shall aim to reduce the volume of obligations or extend their execution period.

In witness whereof, this document is executed in duplicate at the place and date indicated in the heading.

The Conselleira of Economy, Business, and Innovation

The legal representative of the entity, The Director of the Galician Agency of Innovation

Patricia Argerey Vilar

****ANNEX TO THE AGREEMENT**

Model of Descriptive Document Outlining Project Specifics

- Project name:
- Company name and tax identification number (NIF):
- Relationship between promoters and NIF:
- Brief project description:
- Start/end date of consolidation program:
- Deadline for document submission:
 - Payment:
 - Justification:
- Amount of non-repayable grant:
- Other relevant data:

5.3. ANNEX III. Documentation to be submitted to XesGalicia for the financing of each project in the consolidation program

- a. Identification of the contact person(s).
- b. Business plan (in .doc format):
 - (i) Project promoters.
 - (ii) Background and description of the project.
 - (iii) Product or service. Production processes. Production facilities.
 - (iv) Market, sector, competition.
 - (v) Marketing and marketing strategy. Key commercial contracts.
 - (vi) Current personnel of the company and forecast of staff evolution.
 - (vii) Planned investment and project financing.
 - (viii) Projected financial statements (4 years - Excel format).
 - (ix) Cash flow statement, with monthly details, for the first year from the current situation.
 - (x) PowerPoint summary of the main variables (Model provided by XESGALICIA). Documentación financiera:
 - i. Annual accounts for the past 3 financial years. If the accounts are audited, provide the corresponding audit reports. Balance sheet, Profit and Loss account, and cash flow statements as of the last quarter's closing date. Bank pool as of the last quarter's closing date and the end of the financial year.
 - ii. Budget for the current fiscal year.
 - iii. CIRBE report from the Bank of Spain.
 - iv. List of grants requested from IGAPE for this project and a certificate of no debts with said organization. List of all grants requested (approved, granted, or pending resolution) for the same project..
- c. Legal Documentation:
 - i. Deed of incorporation and current statutes of the company.
 - ii. Composition of the capital and administrative bodies.
 - iii. Copy of the shareholders' register.
 - iv. Certificate of compliance with various public administrations (AEAT, Social Security, and Autonomous Community).
 - v. Sworn statement regarding lawsuits involving the company, its shareholders, and/or administrators.
 - vi. Previous shareholder agreements and, if applicable, commitments made by other accelerators.
 - vii. Data Protection Act document (Model provided by Xesgalicia)..

- d. Documentation related to anti-money laundering prevention (AML):
 - i. Customer Identification Form (Model provided by XESGALICIA).
 - ii. Deed of beneficial ownership.
 - iii. Permanent Tax Identification Number (CIF).
 - iv. National ID (or equivalent) of the Company's representative or the beneficial owners.
 - v. Declaration of ownership of the bank account where the payment should be mad.

- e. Other documentation:
 - i. Documentation regarding ownership of the technology and/or exploitation rights thereof.
 - ii. In the case of non-monetary contributions, documentation of the valuation of such assets.
 - iii. Adherence to the internal advertising regulations (model provided by XESGALICIA).
 - iv. Authorization for the use of the company logo by XESGALICIA.

All necessary documentation or information for understanding and correctly comprehending the business plan or the economic and legal situation of the company may be requested.

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

Financial and legal documentation, if not in Galician or Spanish, must be submitted translated by a sworn interpreter.

The name of XESGALICIA may not be used for other financings requested for the project, unless expressly authorized by XESGALICIA. XESGALICIA shall be exempt, in any case, from the consequences of non-financing of the project, whatever the cause may be.