



RULES FOR PARTICIPATION

BSC AI FACTORY ACCELERATION PROGRAM



Co-funded by
the European Union



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PREAMBLE AND LEGAL BASIS

The present document establishes the official Regulatory Framework and Rules of Participation (hereinafter, the “Rules”) governing the application, selection and commitment process for the **BSC AI Factory Accelerator Program** (hereinafter, the “Accelerator Program”).

The Accelerator Program is a strategic service offered by the **BSC AI Factory**, an initiative that aims to accelerate the adoption, experimentation, and scaling of advanced AI technologies across Spain and Europe.

The **BSC AI Factory** itself is a European **consortium led by the Barcelona Supercomputing Center (BSC-CNS)**. It brings together key national research and innovation actors, including:

- **Fundação para a Ciência e a Tecnologia (FCT)** – Portugal
- **The Scientific and Technological Research Council of Turkey (TÜBİTAK)** – Turkey
- **Institutul Național de Cercetare-Dezvoltare în Informatică (ICI Bucharest)** – Romania

The Accelerator Program aims to support early-stage artificial intelligence startups, at the idea or prototype stage, as well as AI projects with high scalability potential. It will provide a time-bound training program designed to accelerate participants’ path to market. The program will combine structured training sessions with tailored mentoring, offering participants personalized guidance throughout their journey. This initiative carried out under **Work Package 5 (WP5) of the BSC AI Factory Project** and is intended to stimulate entrepreneurial activity, foster collaboration, and position the BSC AI Factory as a leading reference hub for applied artificial intelligence in Europe. These Rules are designed to ensure a selection process that is transparent, non-discriminatory, and fully aligned with the mission of the BSC AI Factory.

The BSC AI Factory Accelerator Programme is carried out under the framework of the Recovery, Transformation and Resilience Plan, and is funded by the European Union through NextGenerationEU funds. This initiative is supported and verified by the State Secretariat for Digitalisation and Artificial Intelligence (SEDIA), with the strategic objective of boosting the artificial intelligence innovation ecosystem in Spain and facilitating technology transfer to the business sector.

This programme is designed to accelerate 100 startups across Spain in each 3-month batch, with a target of 25 startups per location.

This program will be carried out across 4 locations covering the entire Spanish territory, as follows:

- **Barcelona** for the Northeast Zone: Catalonia, Valencian Community, Balearic Islands, and Aragón.
- **Bilbao** for the Northwest Zone: Basque Country, Galicia, Asturias, Cantabria, La Rioja, and Navarre.
- **Madrid** for the Central Zone: Madrid, Castile and León, Castile-La Mancha, and Extremadura.
- **Málaga** for the Southern Zone: Andalusia, Murcia, Canary Islands, Ceuta, and Melilla.

The program aims to accelerate startups with training, mentoring and access to Marenostrum 5 HPC by Barcelona Supercomputing Center.

SECTION I. DEFINITIONS AND SCOPE

Article 1. Definitions

- a. **The Accelerator Programme:** BSC AI Factory Accelerator Programme
- b. **The Organizer:** The BSC AI Factory Consortium, led by Barcelona Supercomputing Center (BSC-CNS), and including Fundação para a Ciência e a Tecnologia (FCT), The Scientific and Technological Research Council of Turkey (TÜBİTAK) and Institutul Național de Cercetare-Dezvoltare în Informatică (ICI Bucharest).
- c. **Applicant:** Any startup, entrepreneur or stakeholder related to AI seeking admission to the Accelerator Program.
- d. **Participant/Beneficiary:** An Applicant formally selected and admitted to the Accelerator Programme.
- e. **Batch:** A group of beneficiaries participating concurrently in the Programme.
- f. **Launchpad:** One of the 4 physical locations where the Programme will take place.
- g. **Alumni:** A participant that has been part and admitted to the programme.
- h. **Programme Participation:** The degree of active engagement of a Participant throughout the Accelerator Programme, measured based on verified involvement in program activities. This includes, but is not limited to, attendance at training sessions, participation in mentoring meetings, contribution to program milestones, and/or other tracking mechanisms designated by the Organizer.

Article 2. Scope

These Rules govern all phases of Accelerator Programme - Call 1, including application, eligibility verification, selection process, and the rights and obligations of the selected Participants for the duration of the programme (December 2nd, 2026 to March 19th, 2027)

SECTION II. MANDATORY ELIGIBLE CRITERIA

Article 3. Criteria for Applicants

To be considered for the Call 1 - Accelerator Programme, applicants must satisfy the following mandatory requirements, which must be verifiable at the time of application:

Criteria	Requirement
1. Legal Status	The company must be legally incorporated and have its own tax identification number in Spain. Projects (in the pre-incorporation stage) that can demonstrate they will incorporate the company before the start of the programme, taking place by December 2nd , will also be accepted.

2. Company Stage	Companies eligible for the Accelerator Program should preferably meet the startup definition in Article 3 of Law 28/2022: newly created legal entities or those no older than five years (seven in strategic sectors), not listed on a regulated market nor having never distributed dividends, headquartered in Spain with at least 60% of staff employed there, annual revenue under ten million euros, and pursuing an innovative project with a scalable business model.
3. AI Technology	Must demonstrate intensive use, development or investment in AI Technologies (e.g. trained models, annotated datasets, validated algorithms).
4. In-person Availability	Participants are committed to ensuring at least one employee attends the in-person activities at the local hubs, as outlined in the program.

SECTION III. APPLICATION AND SELECTION PROCEDURE

Article 4. Application Process

This programme is designed to accelerate 100 startups across Spain in each 3-month batch, with a target of 25 startups per location. If any of the launchpad does not attract sufficient participants to reach this target, the corresponding slots may be reallocated to other locations, ensuring that the overall goal of 100 accelerated startups is met globally.

For Accelerator Programme - Call 1, Applicants shall skip the One-Stop-Shop and submit their application directly via the official online form. The required form [Accelerator Programme Application Form - Call 1](#).

Article 5. Selection Mechanism

5.1. For the Accelerator Program Call 1, twenty-five (25) candidates per launchpad will be selected.

Applications will only be assessed and ranked once the call has closed, provided that the following documents have been submitted. Submission of all required documents is mandatory for the application to be considered eligible:

- Executive Summary (maximum 5 pages)
- Presentation Video (maximum 1 minute)
- Company Deck
- Company Deed of Incorporation (*escrituras de la empresa*), to verify eligibility criteria

5.2. Direct Admission and Reallocation of Places in Case of Insufficient Applications

If the total number of eligible applications received for a given hub is equal to or lower than the number of places allocated to that hub (25), all applicants who meet the eligibility criteria will be directly admitted to the Accelerator Programme at that hub, without the need for an external evaluation process.

If any hub does not receive a sufficient number of eligible applications to fill its allocated places, the remaining, unfilled places may be reallocated to other hubs with a higher volume of eligible applications, in order to reach the total number of available places for the Accelerator Program Call (100).

5.3. Evaluation in Case of Competitive Selection

Where the number of eligible applications exceeds the number of available places (25), all eligible applications will be evaluated through a competitive process conducted by the Organizer.

The Evaluation tribunal shall act in accordance with the principles of objectivity, impartiality, independence, and confidentiality.

5.4. Evaluation Criteria and Scoring System

Eligible applications shall be assessed on the basis of the following evaluation criteria, with a maximum total score of 100 points:

Evaluation Criteria	Description	Maximum Score
1. Quality and maturity of the AI solution	Assesses the level of technological development of the AI solution, including its robustness, validation, and readiness for real-world application. Evaluation will consider: • Maturity of the AI models, algorithms, or systems developed • Quality, availability, and management of data used • Level of testing, validation, or deployment achieved • Technical robustness, reliability, and performance of the solution	30 points
2. Disruptiveness, Strategic Relevance and Use Case Fit	Evaluates how well the project's use case addresses a clearly defined problem, the degree of disruptiveness or innovation introduced and the fit within the strategic context of the Accelerator Program. Evaluation will consider: • Clarity and relevance of the problem or need addressed.	25 points

	• Suitability of the AI-based solution for the proposed use case. • The degree of disruptiveness or innovation introduced by the solution • Applicability of the solution to real-world scenarios.	
3. Team capacity	Assesses the experience, skills, and execution capacity of the founding team, as well as their level of commitment to the Program. Evaluation will consider: • Complementarity of technical, business, and operational profiles. • Relevant prior experience of the team members. • Ability of the team to execute the proposed project. • Availability and commitment during the accelerator program.	20 points
4. Scalability and impact potential	Evaluates the potential of the project to grow and generate impact beyond the accelerator program. Evaluation will consider: • Scalability of the technology and solution. • Potential for market expansion or replication. • Expected economic, social, or technological impact. • Feasibility of long-term growth and sustainability.	15 points
5. Relevance and Added Value of the BSC AI Factory Environment	Assesses how well the project fits the BSC AI Factory environment, including which AI Factory services, computational infrastructure, HPC resources, and expert knowledge from BSC, are relevant for the development of its solution, and how the startup plans to leverage these during the Accelerator Program. Evaluation will consider: • The added value the project brings to the AI Factory community • The planned and realistic use of HPC/AI computational infrastructure provided through the program • The relevance of the AI Factory's services and resources for the project	10 points
TOTAL		100 points

5.5. Ranking and Selection

Following completion of the evaluation, a ranking of all eligible applications shall be established, ordered from highest to lowest score.

The highest-ranked applications, up to twentyfive per hub (25), shall be provisionally selected for participation in the Accelerator Programme.

5.6. Waiting List and Replacement Procedure

In all cases where the number of eligible applications exceeds the number of available places (25 per hub), an official ranked waiting list shall be established based on the final evaluation scores obtained during the selection process.

Applicants included in this waiting list may be invited to join the Accelerator Programme in the following circumstances:

- Withdrawal or non-acceptance by a provisionally selected Applicant.
- Failure to demonstrate compliance with the eligibility criteria within the established timeframe by one of the selected projects.
- Voluntary withdrawal during the first 2 sessions of the Accelerator Programme.
- Temporary suspension or definitive exclusion of a Participant in accordance with Section V and Annex 1.

Vacant positions shall be offered to the next highest-ranked Applicant on the waiting list, following the established ranking order, until the 2nd session of the program. No applicant will be admitted to the programme after this date.

Article 6. Resolution, acceptance & Appeal Procedure

6.1. The final resolution of the process will be posted on the official BSC AI Factory website and individual notifications being sent by email to the selected Applicants between the 20th and the 27th of November.

6.2. Selected Applicants will be granted **three working days** from the date of notification to formally accept or decline the offer. Failure to formally accept the offer within this 3 working days period will be construed as a definitive rejection.

6.3. Applicants who disagree with the outcome of the selection process may submit a formal request for review (hereinafter, the “Appeal”) within five (5) working days from the date of notification of the selection results.

Appeals must:

- Be submitted in writing via email to the official contact address indicated in the Call.
- Clearly state the grounds for disagreement.
- Include any supporting documentation deemed relevant.

Upon receipt of the Appeal, the Organizer shall review the application process exclusively in relation to:

- Compliance with the eligibility criteria established in Article 3.

- Correct application of the evaluation procedure described in Article 6.

The Organizer shall issue a reasoned written response within a maximum period of ten (10) working days from the date of receipt of the Appeal.

The submission of an Appeal shall not suspend the execution of the Accelerator Program or the onboarding of provisionally selected Participants.

SECTION IV. PARTICIPANT RIGHTS AND MANDATORY COMMITMENTS

Article 7. Rights of the Participant (Value Proposition in Annex 2)

Selected Participants shall be granted access, for the duration of the Batch, to the following programme benefits and resources, as further detailed in Annex 2:

- a) Structured Training Program: access to training sessions covering business and tech foundations (AI foundations, business model validation, market positioning, legal essentials for startups, fundraising, and pitching)
- b) Business Mentoring: one-to-one mentoring per project, to help define and refine core business aspects such as value proposition, customer segments, product-market fit, and funding strategy.
- c) Technical Mentoring: access engineers via a dedicated channel and meetings for technical support on model efficiency, GPU usage, and AI infrastructure.
- d) Guidance on access to AI Infrastructure Access: Support on the application to access GPU clusters and computing resources for testing and development.
- e) Demo Day and Ecosystem Access: participation in a closing Demo Day event with a jury of investors and ecosystem stakeholders, with the opportunity for the top three (3) projects to be selected as AI Champions

Article 8. Commitments

8.1 Mandatory Commitments

Selected Participants commit to the following obligations for the duration of the Accelerator Program:

- a. Active participation in the Accelerator Program's activities, including all training sessions, mentoring meetings, technical workshops, and the Demo Day event.
- b. Mandatory attendance at the Accelerator Program Kick-Off session (Session 1) and commitment to attend the rest of the in-person session held in each launchpad and the Demo Day, if applicable. The costs to travel to in person activities will not be covered by the Organizer
- c. Mandatory engagement with the assigned business mentor and technical mentor during the programme.
- d. Repeated and unjustified failure to attend scheduled sessions or engage with mentors, without duly justified cause communicated in advance, shall be considered a Moderate Breach (Tier 2) under the Disciplinary Policy set forth in Annex 1, and may give rise to the corresponding sanctions, including exclusion from the Programme.

- e. Participants must comply with any visibility and communication requirements established by the Organizer, including proper attribution of BSC AI Factory support in public communications, publications, or presentations related to work developed during the Accelerator Programme.
- f. Participants commit to be assessed by the **BSC AI Factory One-Stop-Shop** team and to develop their AI solution within the BSC AI Factory ecosystem framework. At the conclusion of the Accelerator Program, each project must be formally submitted as a **BSC AI Factory-associated project**, in the manner and format designated by the Organizer, so that it can be tracked and supported beyond the Batch duration.

8.2 Program Participation Requirement for Future Eligibility

- a) Only Participants that achieve a Program Participation Rate of at least eighty percent (80%) over the duration of the Batch, measured by verified attendance at sessions, mentoring meetings, and other designated activities, shall be considered eligible to present at the final Demo Day.
- b) The Program Participation Rate shall be calculated by the Organizer using objective data sources, including session attendance records, mentoring logs, and other tracking mechanisms designated by the Organizer.
- c) The Organizer reserves the right to consider duly justified exceptions (e.g. medical reasons, business travel, force majeure), provided they are formally communicated and documented.

8.3. Progressive Selection Cut-offs During the Programme

8.3.1. Purpose. In addition to the initial selection carried out at entry into the Accelerator Programme pursuant to Article 6, the Programme incorporates two (2) further competitive cut-offs that progressively narrow the cohort over the course of the Batch. This progressive selection mechanism is designed to:

- I. concentrate the Programme's limited resources (including mentoring capacity and HPC allocation on MareNostrum 5) on the Participants best positioned to deliver impact;
- II. maintain a competitive environment throughout the Batch, and not only at the application stage; and
- III. safeguard the credibility and the reputational and commercial value of the Programme's public-facing milestones, in particular Demo Day.

8.3.2. Selection funnel. The Batch is organized in two (2) phases, separated by the cut-offs described below:

- a) Phase 1: Business Track. All Participants admitted per hub pursuant to Article 6 receive training and one-to-one business mentoring on customer definition, pricing, and industry use-case validation.
- b) Cut-off 1: Business Use-Case Validation. At the end of Phase 1, each Participant shall deliver a mid-term presentation. On the basis of this assessment, and applying a single global ranking across all Participants from the four (4) launchpads, the cohort of one hundred (100) Participants admitted at entry shall be narrowed by up to fifty percent (50%), retaining the

best-performing Participants across the entire cohort, irrespective of the hub to which they were originally assigned.

- c) Phase 2: Technical Track. Participants who pass Cut-off 1 receive technical training and structured mentoring, and may request access to the MareNostrum 5 infrastructure for a specific project, subject to review and approval by BSC's technical team in accordance with Article 8(d).
- d) Cut-off 2: Final Selection for Demo Day. At the end of Phase 2, each remaining Participant shall deliver a final pitch, assessed on the cumulative performance of the business model as it has evolved, the technical results achieved through the use of MareNostrum 5, the Participant's execution and commitment throughout the Programme, and its investment readiness. On the basis of this assessment, the top twelve (12) startups in the whole programme shall be selected to present at the global Demo Day referred to in Article 8(e).

8.3.3. Evaluation. Each cut-off shall be assessed by an evaluation panel and/or by the mentors who have followed the relevant Participant's progress during the Programme, acting in accordance with the principles of objectivity, impartiality, independence and confidentiality set out in Article 6.4, which shall apply *mutatis mutandis* to this Article.

8.3.4. Effect of non-selection. A Participant that is not selected to proceed beyond Cut-off 1 or Cut-off 2 shall cease to be eligible to continue in the corresponding subsequent phase and, where applicable, to present at Demo Day. Non-selection at a cut-off shall not, by itself, be considered a breach of these Rules by the affected Participant, who shall retain the training, mentoring and other benefits already received during the phase(s) completed prior to non-selection. The non-selected startups will still be eligible to receive services and benefits addressed to the Alumni community by the organizers.

8.3.5. Relation to the Program Participation Rate. Passing Cut-off 2 is a necessary, but not sufficient, condition to present at Demo Day: Participants selected under Cut-off 2 must, in addition, satisfy the Program Participation Rate requirement set out in Article 9.2.

8.3.6. Finality of decisions. Decisions adopted by the Organizer, the evaluation panel and/or the mentors under Cut-off 1 and Cut-off 2 shall be final and shall not be subject to the Appeal Procedure set out in Article 7, which applies exclusively to the selection process governed by Article 6.

SECTION V. CODE OF CONDUCT AND TERMINATION

Article 9. Code of Conduct

All Participants must strictly adhere to the Code of Conduct (Annex 1), which mandates the following principles:

- Strict prohibition on sharing sensitive or proprietary information of other companies without explicit consent.
- Prohibition of verbal/physical violence, intimidation, harassment, or discriminatory behaviour.
- No use or presence of alcohol or drugs during working hours or within the space.
- Encouragement of mutual support, knowledge sharing, and cooperation.

- Responsibility for maintaining clean, organized workspaces and shared areas.
- Use of facilities and equipment must be respectful and for their intended purpose, in full compliance with the general building regulations and common policies established by the building management.
- Responsible and appropriate use of all program resources, infrastructure, and computational assets provided through the Accelerator Programme.

Article 10. Termination and exclusion

The Organizer reserves the right to expel any Beneficiary that fails to comply with any of the regulations listed in the Code of Conduct. Failure to comply may lead to warnings, loss of privileges, or definitive exclusion from the Accelerator Programme.

Persistent and unjustified non-participation in program activities, despite prior written notice from the Organizer, may be considered a Moderate Breach under Annex 1, where such behaviour negatively impacts the participant's ability to benefit from the Accelerator Programme.

In the event of termination, exclusion, or voluntary withdrawal of a Participant, the Organizer reserves the right to replace the vacant position by selecting the next eligible company from the official waiting list during the first two (2) sessions of the program.

SECTION VI. TIMELINE (CALL 1)

Article 11. Timeline for Call 1

CALL 1			
1	Application period	13 th October 2026	9 th November 2026
2	Assessment Results	By 27 th November 2026	
3	Acceptance Process	Until 1st December 2026	
4	Batch	2nd December 2026	19th March 2027

SECTION VII. INTELLECTUAL PROPERTY AND JURISDICTION

Article 12. Intellectual Property

Sovereignty of Developments: All Intellectual Property rights, including but not limited to patents, copyrights, and trade secrets, generated or developed by the Participants during their time in the Program shall remain the exclusive and absolute property of the respective Participant company. The Organizer makes no claim to such property.

No Acquisition Rights or Equity: Participation in the program, access to training sessions, or the use of mentorship services shall not, under any circumstances, grant BSC-CNS, SEDIA, or the executing entity (Peninsula) any preferential acquisition rights, purchase options, commercial exploitation licenses, or any equity stake in the share capital of the beneficiary startups.

Use of MareNostrum 5 Infrastructure: The terms regulating the computing resources and the results of calculations obtained during the acceleration process will be instrumented under the corresponding specific usage agreements of the BSC-CNS, always respecting the intellectual and industrial property of the applications or models developed by the startups.

Article 13. Applicable law and Jurisdiction

These Rules of Participation shall be governed by and construed in accordance with the laws of Spain.

Any dispute, controversy or claim arising out of or in connection with these Rules, including their interpretation, application or validity, shall be submitted to the competent Courts and Tribunals of Barcelona, Spain.

SECTION VIII. IMAGE RIGHTS AND PUBLICITY CONCESSION

By accepting these Terms and Conditions, startups definitively selected and admitted to Batch 1 of the program grant their consent and expressly authorize the following:

Authorization for Trademark and Corporate Image Use: Participating companies grant a non-exclusive, royalty-free right to the Barcelona Supercomputing Center (BSC-CNS), the State Secretariat for Digitalization and Artificial Intelligence (SEDIA), and the executing entity (Peninsula) to use their trade name, trademarks, logos, distinctive signs, and general descriptions of their technological projects.

Purpose of Concession: This authorization is strictly limited to informative, promotional, institutional communication, success story dissemination, and public reporting purposes associated with the AI Factory Accelerator Programme.

Media and Channels: The use of corporate image assets may occur via official websites, collaborative digital platforms of the program, corporate social networks (such as LinkedIn, X, or

similar), printed materials, press releases, and promotional videos recorded during in-person or online program milestones (including Kick-off and Demo Day).

Territorial and Temporal Scope: This concession of image rights is granted on a worldwide territorial basis and shall remain valid throughout the execution of the program and the subsequent tracking period established by the promoting entities.

SECTION IX. PERSONAL DATA PROTECTION

Basic Information on Personal Data Protection

Data Controllers

Barcelona Supercomputing Center – Centro Nacional de Supercomputación Consortium (BSC-CNS) and the State Secretariat for Digitalisation and Artificial Intelligence (SEDIA).

Purposes of Processing

To manage, assess and select applications and, in the case of selected startups, to manage their participation in the Programme.

To comply with reporting, monitoring and audit obligations arising from the Programme's funding.

With the representative's consent, to provide information about future editions of the Programme.

Legal Basis

Performance of a task carried out in the public interest (Article 6(1)(e) GDPR) and compliance with legal obligations (Article 6(1)(c) GDPR).

Where applicable, consent for additional and optional purposes (Article 6(1)(a) GDPR).

Recipients

Data processors responsible for managing the platform and the Programme, as well as evaluators and mentors, who will have access only to the personal data necessary to perform their respective functions.

Personal data will not be disclosed to third parties unless required by law.

International Data Transfers

Personal data will be hosted within the European Union. Technology providers may access personal data from outside the European Economic Area (EEA), subject to the safeguards required under the GDPR.

Data Subject Rights

Data subjects may exercise their rights of access, rectification, erasure, restriction of processing, objection and, where applicable, data portability through

dpo@bsc.es

BSC AI Factory, Barcelona Supercomputing Center (BSC-CNS) C/ Jordi Girona 31, 08034 Barcelona, Spain.

Data subjects also have the right to lodge a complaint with the Spanish Data Protection Agency (Agencia Española de Protección de Datos – AEPD).

ACCEPTANCE OF THE RULES FOR PARTICIPATION

All applicants must acknowledge and accept these Rules of Participation as a mandatory condition to take part in the selection process. A signed copy of this document must be uploaded together with the application materials through the official submission form at the time of application.

Name and surname	
Phone Number	
Email	
Company Name	
ID Company Identification Number (CIF or similar...)	
Position	
Acceptance	[Signature]

ANNEX 1: CODE OF CONDUCT AND DISCIPLINARY POLICY

This Code of Conduct (hereinafter, the "Code") is an integral and binding part of the Regulatory Framework and Rules of Participation (the "Rules"). Adherence to this Code is a mandatory condition for entry, participation, and continued Beneficiary status in the BSC AI Factory Accelerator Program. Any violation of this Code constitutes a material breach of the Rules and may result in disciplinary action up to and including immediate exclusion.

Article 15. Principles of professionalism and non-discrimination

- 15.1. The Program operates a Zero-Tolerance Policy against all forms of discrimination, harassment, intimidation, bullying, or verbal or physical violence based on any protected characteristic (including but not limited to race, gender, religion, sexual orientation, disability, or nationality).
- 15.2. All Participants must strictly adhere to relevant national, European, and local anti-discrimination and anti-harassment legislation.
- 15.3. All interactions between Participants, Organizer personnel, and third parties must be conducted with the highest degree of professionalism, courtesy, and respect.

Article 16. Confidentiality and Intellectual Property Protection

- 16.1. Participants shall strictly observe and maintain the confidentiality of all proprietary information, trade secrets, project details, business plans, and any other non-public data (collectively, "Proprietary Information") belonging to the Organizer or other Participants.
- 16.2. The unauthorized disclosure, use, or exploitation of any third-party Proprietary Information encountered or discovered within the Accelerator Programme is strictly prohibited and constitutes a material breach of this Code and the Rules.

Article 17. Facilities use and Responsibility

- 17.1. All provided facilities, equipment, and resources must be used exclusively for the business purposes intended by the Programme. They must be utilized in a safe and responsible manner, respecting the shared nature of the spaces.
- 17.2. Participants are obligated to maintain the cleanliness, organization, and professional standards of their assigned workspaces, Hot Desks, and all shared common areas.
- 17.3. Participants shall be held financially and legally liable for any direct damage caused to the Organizer's facilities, equipment, or property due to negligence, wilful misconduct, or misuse.

Article 18. Health, Safety and Substance Policy

- 18.1. The consumption or presence of illegal drugs is strictly prohibited within the Accelerator Programme Space premises. The consumption of alcoholic beverages is generally prohibited, except for limited, pre-approved social events organized or sanctioned by the Organizer.
- 18.2. Participants are prohibited from entering the premises or engaging in Programme activities while under the influence of any substance that may impair judgment, safe conduct, or professional behaviour.
- 18.3. Participants must strictly adhere to all applicable health, fire, and safety regulations, as well as any specific safety protocols mandated by the Organizer or the building management.

Article 19. Communication, Public Disclosure, and Use of Identity

- 19.1. Participants shall not publish, disseminate, or otherwise make public, through any medium, including but not limited to social media, websites, press releases, marketing materials, public presentations, or events, any content that refers to, relates to, or is associated with the BSC AI Factory, the Accelerator Programme, its facilities, activities, or community, without the prior written authorization of the Organizer.
- 19.2. This obligation applies to:
 - The use of the BSC AI Factory name, logo, trademarks, or visual identity
 - Any public reference to participation in the Accelerator Programme
 - Photographs, videos, or recordings taken within Accelerator Programme events or premises
 - Statements or materials that may imply endorsement, partnership, or institutional affiliation
- 19.3. Where authorization is granted, Participants shall ensure that all published content is accurate, non-misleading, and consistent with the information approved by the Organizer and with applicable communication and visibility requirements.
- 19.4. Any publication or dissemination of content in breach of this Article, including failure to obtain prior authorization or refusal to comply with a request for correction or removal, shall be considered a Moderate Breach (Tier 2) under the Disciplinary Policy set forth in this Annex, without prejudice to the Organizer's right to require the immediate withdrawal, correction, or amendment of the affected content.

Article 20. Disciplinary actions and Sanctions

- 20.1. The authority responsible for reviewing alleged breaches, conducting investigations, and determining the appropriate sanction is the BSC AI Factory Commission, advised by the Programme Manager. The BSC AI Factory Commission's decision regarding the severity of the breach and the corresponding sanction shall be final and binding.

20.2. Violations of this Code shall be classified into three progressive tiers based on the nature, impact, and intent of the breach, each corresponding to a required range of sanctions:

Classification	Description & Criteria	Applicable Sanctions
Tier 1: Minor Breach	Accidental, Low Impact, or Negligible Offenses. Criteria include non-malicious intent, minimal disruption to operations, and first-time offenses (e.g., persistent messiness, minor noise violations, failure to adhere to administrative deadlines).	Verbal Warning (documented) or Formal Written Warning
Tier 2: Moderate Breach	Intentional, repeated, or medium-impact offenses. Criteria including repeated Tier 1 breaches after a formal warning, persistent or unjustified non-participation in programme activities, unauthorized use of computational resources, or repeated violations of program rules.	Temporary Suspension of Privileges (e.g., loss of meeting room access for 30 days), Permanent Revocation of Specific Accounts and privileges or Exceptional exclusion from the Accelerator Programme.
Tier 3: Severe Breach	High-Impact, Malicious, or Irreparable Offenses. Criteria include any violation Harassment/Violence/Discrimination), unauthorized disclosure of Proprietary, significant damage to property, or any act that constitutes a criminal offense or jeopardizes the safety of the community.	Immediate Exclusion from the Programme, leading to the permanent loss of all remaining benefits without recourse.

20.3. The Procedure for the application of the sanctions will be the following:

- Upon notification of a potential breach, the Programme Manager shall conduct an initial review. If the breach warrants further action, the case will be presented to the BSC AI Factory Commission.
- The accused Participant shall be notified in writing of the allegations and shall be afforded a minimum of three (3) business days to provide a written defense and/or clarification to the BSC AI Factory Commission before a decision is rendered.
- The BSC AI Factory Commission will evaluate the evidence, the Participant's defense, and the context (including any prior warnings on record) to assign the appropriate Tier classification and sanction.
- Disciplinary action taken by the BSC AI Factory Commission is without prejudice to any civil or criminal legal remedies available to the Organizer or any affected third party.

ANNEX 2: PROGRAMME VALUE AND STATE AID

For transparency purposes, Participants are hereby informed of the estimated economic value of the resources and services provided by the BSC AI Factory Accelerator Programme. This information is provided exclusively for informational purposes and does not constitute a fee, invoice, payment obligation, or financial charge for Participants.

The Accelerator Programme is provided with no economic nor equity cost to selected Participants.

State Aid and De Minimis Regime

This Program constitutes State Aid within the meaning of Article 107(1) of the Treaty on the Functioning of the European Union (TFEU), granted in the form of services in kind. The aid is valued at four thousand five hundred euros (€4,500) per Participant and is granted under, and subject to, the conditions of Commission Regulation (EU) No 2023/2831 of 13 December 2023 on the application of Articles 107 and 108 TFEU to de minimis aid (the "*de minimis Regulation*").

Pursuant to the *de minimis Regulation*, the total amount of de minimis aid granted to a single undertaking by Spain must not exceed three hundred thousand euros (€300,000) over any period of three fiscal years (the current fiscal year and the two preceding fiscal years). This ceiling applies to all de minimis aid received by the Participant in aggregate, irrespective of the granting authority or body and of the purpose of the aid.

Accordingly, this aid, together with any other de minimis aid received by the Participant, must not exceed the above-mentioned €300,000 ceiling. Participants are responsible for declaring this aid to the Organizer for de minimis accounting purposes and for confirming their eligibility under the *de minimis Regulation*.