

EKINN ACCOMMODATION 2026. TERMS AND CONDITIONS FOR TAKING UP ACCOMMODATION GRANTS IN RELATION TO FOMENTO DE SAN SEBASTIAN'S PROGRAMMES TO BOOST THE CREATION, EXPANSION AND CONSOLIDATION OF NEW INNOVATIVE ENTREPRENEURIAL INITIATIVES

PRELIMINARIES

The Sociedad Fomento de San Sebastián, as San Sebastián's innovation agency, has, by 2025, consolidated its commitment to becoming a benchmark for innovation in the city and a model based on public-private collaboration, the personalisation of services and a focus on knowledge-intensive sectors.

This entails a commitment to supporting individuals, businesses and innovative projects through personalised services and high standards, with a clear strategic focus on strengthening public innovation and innovative entrepreneurship – and positioning the city as an innovation hub – through collaboration with the various public and private stakeholders that make up the city's innovation ecosystem.

In this context, fostering innovation and the growth of the city's innovative business projects is one of Fomento San Sebastián's development priorities, serving as the foundation for the city's development.

The city currently has a business sector comprising more than 15,400 companies, representing a business density of 81 companies per 1,000 inhabitants. This makes Donostia/San Sebastián the fourth city in Spain with the highest business density, behind only Barcelona, Madrid and Valencia, and ahead of other major cities such as Málaga, Seville and Bilbao.

Looking at the development of the business sector in Donostia/San Sebastián, the consolidation of Knowledge-Intensive Services (SEIC) as the city's economic driving force stands out; by 2024, this sector comprised more than 6,300 businesses and accounted for 48 per cent of the municipal GDP. The growing importance of SEICs, alongside other factors, has enabled Donostia's TEA (Entrepreneurial Activity Rate) to record sustained growth since 2018, reaching its highest level in recent history in 2024 at 7.9 per cent.

At the same time, the city continues to have a business sector dominated by small enterprises, with 71.9 per cent of businesses employing 1–2 staff, and as many as 91.3 per cent employing between 1 and 9 staff.

To address these and other challenges, in 2025 Fomento de San Sebastián strengthened its strategic commitment to innovation and entrepreneurship, with a budget of 6 million euros. Consequently, 972 people (51.4% of whom were women and 45% under the age of 35) took part in support services for entrepreneurs during 2025. Of the 224 new entrepreneurial projects supported, approximately half are highly innovative (51%), reflecting Fomento de San Sebastián's strategy towards knowledge-intensive service sectors and the biosciences.

In 2026, Fomento de San Sebastián remains committed to supporting the creation of new business ventures in the city, as a driver of economic growth and local job creation.

To this end, Fomento de San Sebastián is coordinating a series of programmes and measures designed both to promote and strengthen the innovative business sector and to foster the development of new innovative business projects, with the aim of driving the city's competitive growth through its R&D ecosystem.

With the aim of attracting and retaining new innovative entrepreneurial initiatives and new innovative initiatives with a social impact, and as part of the plan to attract innovative talent, these grants for **accommodation at EKINN** are being launched to facilitate and encourage such innovative projects and initiatives to choose San Sebastián as the place where they can develop, grow and generate employment and wealth.

These innovative grants are primarily intended to be implemented in the EKINN building, although they may also be based in the Talent House building; they will be temporary in nature and will be aligned with the programmes launched by Fomento de San Sebastián as part of its strategy to promote innovative entrepreneurial projects and its strategy to foster projects for the professional development of young talent.

STIPULATIONS

ARTICLE 1. PURPOSE

The EKINN accommodation grants are designed to assist with accommodation in San Sebastián for participants in the various programmes run by Fomento de San Sebastián to support the attraction and retention of innovative entrepreneurial talent, with a view to promoting the creation, growth and consolidation of start-ups in the city of San Sebastián, as well as young people who are going to develop innovative projects and initiatives in our city, driven by the youth community itself, which address a challenge or need identified in the city or amongst the citizens of Donostia.

This is a housing grant for entrepreneurs taking part in innovative entrepreneurship programmes run by Fomento de San Sebastián and for young people participating in Fomento de San Sebastián's programmes aimed at developing innovative projects with a social impact in our city.

ARTICLE 2. ECONOMIC RESOURCES

Fomento de San Sebastián shall allocate the sum of SIXTEEN THOUSAND (16,000) euros to the Ekinn Accommodation Programme. This sum may be altered if Fomento de San Sebastián so decides.

ARTICLE 3. BENEFICIARIES

Beneficiaries of the grants shall be considered as those who are to carry out the activity which motivated the award, or who are in the situation which legitimises approval of the award, provided they meet the requisites stipulated in these Terms and Conditions, and specifically those referring to each type of grant.

Beneficiaries of the grants may be individuals or legal entities, public or private, national or non-nationals, and any groups without the aforementioned personalities, properly incorporated pursuant to the law, who meet the requisites stipulated in these Terms and Conditions. Holding companies are excluded, as defined in the terms of Article 14 of Provincial Regulation 2/2014 of 17 January on Corporation Tax in the Historical Territory of Gipuzkoa.

These Terms and Conditions shall determine the necessary requisites to apply for the grants and the proceedings to accredit same, and there must in any case be compliance with the provisions of Article 13 of the General Law on Subsidies (hereinafter "LGS"), which for these purposes is expressly declared applicable.

Grants may not be awarded to the following individuals or legal entities:

- Those who are not up to date with their tax obligations and/or with Social Security imposed by stipulations in force.
- Those who have been sanctioned by means of a definitive ruling depriving them of the possibility of obtaining public subsidies and/or grants, or who are affected by a legal ruling disqualifying them to this end, including any persons sanctioned for sexual discrimination as per the provisions of Article 23.2 of Legislative Decree 1/2023 of 16 March approving the Recast Law for Equality of Women and Men and Lives Free from Male Violence against Women, and this also excludes any individual beneficiaries or beneficiaries that have received administrative or criminal sanctions for sexual discrimination or for non-compliance with regulations in relation to equality of women and men for the period imposed in such sanctions. Nor may any grants or subsidies be received by businesses which, with the obligation to currently operate an equality plan as per State regulations, do not operate this, or by any businesses with more than 50 employees which do not accredit for establishing measures to prevent and combat sexual harassment, gender harassment and sexual violence in the terms established by State legislation with regard to equality of women and men.
- Those who have debts outstanding with San Sebastián Town Hall and/or with Fomento de San Sebastián.
- Those which have the total or partial reimbursement outstanding of grants previously awarded, if they cannot demonstrate that the sum to be paid over has been deposited.

By virtue of the provisions of Article 28.2 of Law 39/2015 of 1 October on the Common Administrative Procedure of Public Authorities, the parties concerned have the right to not furnish documents which are already held by the Administration concerned, or which have been drawn up by any other Administration. The administration concerned may also hold consultations, or obtain these documents, unless the party concerned objects to this, in which case, it would be obliged to furnish the documents.

By applying the interoperability belonging to San Sebastián Town Hall, Fomento de San Sebastián shall directly consult the competent Public Authorities in relation to the following information in relation to rulings and payments in this procedure:

- Certificates attesting that the party is up to date with payments to the Town Hall and to Fomento de San Sebastián.
- Certificates attesting that the party is up to date with payments to the Provincial Tax Authority.
- Records of the Tax on Economic Activity ("IAE") concerning the beneficiary and the promoters.
- Certificates attesting that the party is up to date with payments to Social Security.

Any beneficiaries which at the time they apply for the subsidy and various payments are not currently in compliance with Municipal Revenue Collection, the Provincial Tax Authority and/or Social Security, must demonstrate current compliance within TEN (10) business days of notification.

ARTICLE 4. REQUISITES FOR BENEFICIARIES TO PARTICIPATE IN THIS SCHEME

The requirements that applicants must meet are:

- a) To be beneficiaries of one of the following two schemes:
 - Fomento de San Sebastián's programmes for attracting and retaining innovative start-up projects, provided that such programmes so stipulate, such as:
 - Explora SS Programme
 - EKINN Residency Programme
 - Gastro Residency Programme
 - Other entrepreneurship programmes in which Fomento de San Sebastián is involved.
 - Fomento de San Sebastián's programmes for the development by young people of innovative projects with a social impact on our city.

Fomento de San Sebastián may include this funding in other programmes launched after this call for applications. In that case, access to this EKINN accommodation funding will be specified in those programmes.

- b) Sign a tenancy agreement with Fomento de San Sebastián.
- c) Pay the relevant security deposit.
- d) Pay, by direct debit, any additional cleaning costs or other extraordinary expenses, if necessary, once the stay has ended.
- e) Actively participate in and attend all sessions of the programme for which they have been selected and which has granted them access to this grant.
- f) Comply with each of the obligations of the programme in which you are participating and which gives you access to this grant scheme, as well as complying with the terms and conditions of the tenancy agreement.

Failure to comply with any of the above obligations shall entitle Fomento de San Sebastián to terminate this grant immediately, as well as to claim any damages that may arise from such failure.

ARTICLE 5. ITEMS TO BE SUBSIDISED AND AMOUNT OF GRANTS

The grant consists of a free accommodation service in a standard studio apartment at the Ekinn building or the Talent House building, appraised as 210€/week, including VAT.

Fomento shall define the location of the accommodation, which may be: at the Ekinn building, Alto de San Bartolomé 16, 20009, or in the Talent House building, Paseo Duque de Baena 42, 20009.

The grant and the maximum stay shall be determined in each case and shall correspond to the duration of the programme concerned.

In any case, by way of an exception Fomento may modify this maximum for certain projects, if this is deemed necessary.

Fomento de San Sebastián reserves the right to change the conditions of the programme itself, if for any reason it deems this advisable.

ARTICLE 7. COMPATIBILITY WITH OTHER GRANTS

Award of these grants shall be compatible with any other grant that may have been awarded for the same purpose, from any Administrations or public or private bodies, national, in the European Union, or international bodies, provided they meet the following conditions:

All the final recipients of this aid, both natural persons who carry out economic activity (Self-employed) and legal persons, its concession will be subject to the requirements and limits established in the Regulation (EU), 2023/2831 of the Commission, of December 13, 2023, relative to the application of articles 107 and 108 of the Treaty of Functioning of the EU to the de minimis aid.

Thus the total amount of de minimis aid that may be granted to each of the final recipients may not exceed the figure of 300,000 Euros during any period of three fiscal years. For this purpose, those affected by this regime must submit an express declaration of the aid received in relation to the compliance with the corresponding quantitative limit in three fiscal years, the fiscal year in question and the two previous fiscal years, taking into account the moment of granting the aid.

The granting resolution will inform the beneficiary of the amount of the gross subsidy equivalent for the purposes of the de minimis limit.

In no case may the sum of aid received pursuant to the stipulations of these Terms and Conditions be an amount such that, either alone or in concurrence with other subsidies, grants, income or resources, it exceeds the cost of the activity subsidised.

ARTICLE 8. APPLICATIONS AND DOCUMENTATION TO BE SUBMITTED.

The communication for this aid shall be posted in the National Subsidies Database, and an excerpt of same shall be published in the Official Journal of Gipuzkoa subsequently. Applications for aid may be submitted as of the day following that of publication of the excerpt in the Official Journal of Gipuzkoa up to **termination of the call, which shall be on 31th May 2027.**

When this deadline for application has expired, if any funds remain or the sum is enlarged, and if Fomento de San Sebastián deems this appropriate, it may extend the deadline for

application by means of amendments to these terms and conditions (in which case this shall be posted via the proper channels).

Applications must be submitted online on Fomento de San Sebastián's website (www.fomentosansebastian.eus).

Appendices must be filled in completely, and must be properly signed.

Requests for any information or queries shall be handled by phone on 943 482800 or by e-mail at fomentoss@donostia.eus, with the following subject header: Ekinn Accommodation Grants

The application form shall be accompanied by all the administrative documentation required, in addition to the technical and economic documentation.

Administrative documentation:

- **Application Annex**
- If the applicant is an individual, copy of the **ID of the person applying**.
- If the applicant is a legal entity, copy of the **applicant's tax number** and, if applicable, the ID of the person acting as proxy.

The beneficiary undertakes all liability for the veracity of all the statements of compliance made, and of the rest of the documentation submitted.

If applicants have already submitted any of these documents to take part in one of Fomento de San Sebastián's aid programmes, there is no need to resubmit the documentation required by this section, if it is still current and the data are unchanged.

Any Organisations which at the time they apply for the subsidy and various payments are not currently in compliance with Municipal Revenue Collection, the Provincial Tax Authority and/or Social Security, must demonstrate current compliance, and to this end Fomento de San Sebastián shall issue notification of rectification.

ARTICLE 9. RECTIFICATION OF FLAWS IN APPLICATIONS.

If, when Fomento de San Sebastián has checked all the documentation, it is found that it has not been completed or that a document is missing, the applicant shall be asked to rectify the omission or submit the necessary documents within **TEN (10) working days**, on the premise that, should they fail to do so, the application shall be discarded with no further procedures, and consequently it shall be terminated. Rectification of administrative documentation and the documentation specific to this aid shall be permitted. Fomento de San Sebastián may request further clarifications of the report on the project if it deems this advisable.

Rectifications shall be notified to the e-mail which the beneficiary has stated as the contact e-mail (E-MAIL ADDRESS FOR NOTIFICATION). Notifications shall in any case be

available in the web application as part of the proceedings for each individual or organisation applying.

The documentation requested for rectification shall be submitted through the same channel that was used to make the initial request. Justifications submitted via e-mail shall not be accepted.

An explicit decision by Fomento de San Sebastián shall grant or refuse the grants, and this shall be notified by e-mail. Notifications shall also be available on the web application in the proceedings.

ARTICLE 10. GRANT PROCESSING AND DECISION-MAKING

The applications shall be appraised and decided on in the order in which they are received until the economic resources have been depleted.

For an application to be approved, the applicant must be a beneficiary, and must therefore have received a favourable response to one of the programmes affording access to these Ekinn Accommodation grants.

The timeline for a decision on the aid applied for shall be 1 month from official registration of the application, and this period does not include any periods for rectification of administrative documentation. Non-declaration of the decision granting the aid within the timeframe stipulated shall not signify that aid has been granted.

An explicit decision by Fomento de San Sebastián shall grant or refuse aid.

Decisions shall be notified to applicants via e-mail to the e-mail address supplied in the Application Index as "E-mail address for Notifications", and shall also be available on the web application in the proceedings.

In the event of any discrepancies with the decision announced, arguments may be submitted up to one month after the date of the decision. To this end applicants must contact Fomento de San Sebastián, which shall inform them of the steps to be taken to carry out this procedure. Decisions by Fomento de San Sebastián shall apply, and both parties, as applicable, shall submit to the jurisdiction of the Courts and Tribunals of San Sebastián.

ARTICLE 11. EXPENDITURE ELIGIBLE FOR SUBSIDY

Expenditure eligible for subsidy shall be outlays on rented accommodation in Fomento de San Sebastián's Ekinn building or Talent House.

The timeline for execution of expenditure eligible for subsidy shall be that estimated in the decision on this grant, pursuant to the programme to attract and retain entrepreneurial talent as approved.

Invoices to corroborate accommodation shall be issued by San Sebastián and shall correspond to the period of accommodation approved.

The following will not be eligible for a grant; they will be invoiced and must be paid by the recipient of this financial assistance:

- The cost of the final clean of the apartment used.
- Any other extraordinary expenses that may arise during the stay.

ARTICLE 12. OBLIGATIONS OF BENEFICIARIES.

The beneficiaries of these grants shall undertake the general obligations set out in Article 14 of the LGS, which for these purposes is explicitly declared to be applicable, with reference (for information only, and non-exhaustive) to the following obligations:

- a) Use the contribution for carrying out the subsidisable activities.
- b) Adhere to and comply with the terms of the project submitted, unless express authorisation is forthcoming from Fomento de San Sebastián.
- c) Submit the documentation required to accredit expenditure eligible for subsidy in the format and period established.
- d) Keep any documents corroborating application of the grants received, as these may be subject to checks and/or inspection. and in any case for the duration of the timeframe stipulated in the regulations applicable.
- e) Draw up a record of the total expenditure and income of any activities the project may consist of.
- f) Keep proper accountancy records, when obliged to do so.
- g) Be up to date with tax and Social Security obligations.
- h) Notify Fomento de San Sebastián of changes to any subjective or objective circumstances that may have been taken into account in awarding the grants.
- i) Furnish any information that may be required by Fomento de San Sebastián in the exercise of its functions with respect to approval of the grants.
- j) Notify Fomento de San Sebastián of the receipt of other subsidies, grants, income or other resources received for the same purpose.
- k) Mention Fomento de San Sebastián in activities showcasing and distributing the projects concerned by the grants, by including its institutional image, and captions in any communication devices produced (web page, posters, mailshots etc.).
- l) Attend any meetings called by Fomento de San Sebastián for the purposes of monitoring and following up the projects concerned by these grants.
- m) Take part in any conferences (presentation of projects, activities, follow-up of results etc.) that Fomento de San Sebastián may call in relation to the grant received.
- n) Notify Fomento de San Sebastián of any circumstance that changes the conditions presented in the project covered by the grant.
- o) Cooperate, as applicable, with Fomento de San Sebastián in any action in relation to financial control and checks that it may make, providing it with any information and documentation that may be requested.
- p) Have any licences and permits that may be necessary to carry out the activity covered by the grant.
- q) Meet the requisites set out in Articles 3 and 4 of these Terms and Conditions.

- r) Authorise Fomento de San Sebastián to publish, in its digital directories of R+D+i agents and companies, the contact data, activity, business name, logo, trademark and any other distinctive symbol used for commercial purposes by the beneficiary. To this end, the beneficiary shall grant Fomento de San Sebastián an operating licence for these items, limited to the purposes stated, and shall guarantee peaceable use of this by the latter.
- s) Guarantee utilisation of the official languages of the Autonomous Community of the Basque Country (with priority granted to Euskera) in communication material (website, social media, public address systems etc.), publication of promotion and distribution material, language used at conferences and organised events etc.
- The beneficiaries may apply for assistance from San Sebastián Town Hall's Euskera service for the translation of texts and the correction of these texts (translations up to a maximum of 1,000 characters over one month, and corrections of up to 9,000 characters), provided there is compliance with the requisites and characteristics of the service:

<http://www.donostiaeuskaraz.eus/euskaraz/dirulaguntzak/lang/es>

ARTICLE 13. REFUND

The individual or legal entity beneficiary must refund any economic assistance they may have received, plus the legal interest on the money - from the time when payment of the sums was made - in any of the following scenarios:

- Serious and/or reiterated failure to meet the obligations set out in these Terms and Conditions. Serious and/or reiterated failure to meet an obligation shall be understood as failure to meet an obligation or some of the obligations in these terms and conditions on more than one occasion; falseness or falsification of any data, certificates, reports and/or documentation submitted; and/or allocation of all or part of the grant received pursuant to these terms and conditions for a purpose other than the intended purpose.
- Failure to meet the obligation of accrediting usage of the grant in the terms stipulated in these Terms and Conditions, and insufficient accreditation.
- Resistance, excuses, obstruction or refusal of any checking and inspection activities that may be carried out concerning the activity of the beneficiary, and failure to comply with obligations concerning accounting records, official registrations or conservation of documents when this makes it impossible to verify the use made of the sums received, the reality and regularity of the activities funded, or the concurrence of subsidies, grants, income or resources for the same purpose, from any Administrations or public or private bodies, national, in the European Union, or international bodies.
- In the event the activity is overfunded, by the amount overfunded.
- Termination of the contract for reasons not considered objective or beyond the control of the employer.

In due consideration of the foregoing, the mandatory requisites to be eligible for these grants must be adhered to and maintained at all times. Otherwise Fomento de San Sebastián may request these be refunded in the conditions set out in the preceding paragraphs. Additionally, for more serious scenarios of non-compliance such as false data

or diversion of all or part of the grant received, Fomento de San Sebastián SA shall be entitled to choose to cancel the grant awarded and, where applicable, to the return/refund of all the sums received, and to demand payment of a sum equal to five times the amount received.

The grant shall be refunded, when Fomento de San Sebastián SA has ascertained and has made known to the beneficiary, in the conditions described below, the existence of one of the causes established in these Terms and Conditions.

The refund must be made within ninety calendar days of dispatch by Fomento de San Sebastián SA of an official bureau fax to the beneficiary setting out causes for a refund as stipulated in this article.

Moreover, in addition to the stipulations of the preceding paragraphs, Fomento de San Sebastián SA reserves the right to prevent participation in any other grants or benefits offered by San Sebastián SA over a period of TWO (2) YEARS by any individuals or legal entities that have neglected any of the conditions set out in these terms and conditions or whose conduct has constituted an infringement of the essential rules of good faith.

ARTICLE 14. PROTECTION OF PERSONAL DATA

Pursuant to the provisions of data protection regulations currently in force, it is stipulated that the personal data you furnish to us shall be processed by San Sebastián Town Hall, acting as data controller, and information shall be administered by Fomento de San Sebastián, S.A., acting as data processor.

The purpose of processing is to make arrangements and manage the request for assistance.

The basis for the lawfulness of processing is Article 6.1. e) of the GDPR; processing is necessary for the performance of a task carried out in the public interest or in the exercise of official authority vested in the controller: Law 7/1985 of 2 April on the Basis of Local Government and Law 2/2016 of 7 April on Local Institutions in the Basque Country, and General Law 38/2003 of 17 November on Subsidies.

When this is stipulated in these Terms and Conditions or in the corresponding application forms, provision of the information required concerning personal data shall be deemed compulsory, and the application cannot be processed in the event of failure to provide this or of provision of incorrect data.

The personal data supplied by the beneficiaries of the aid packages regulated in these Terms and Conditions may be sent to any national or supranational bodies that may be co-financing the packages and/or working alongside Fomento de San Sebastián to manage the process, whenever this proves necessary, for the sole purpose of managing approval.

It is also stipulated that award of the aid packages shall entail the communication or disclosure of the data identifying the beneficiary through publication, along with the

amount of the aid granted, on the Fomento de San Sebastián web page and in the National Subsidies Database.

No provision has been made for any additional disclosures of data to third parties unless a legal obligation exists, nor has any provision been made for any international data transfers.

The personal data involved in this processing shall be kept for the period of time necessary to fulfil the purpose for which they were gathered, and to determine any responsibilities that may arise from such purpose and from the processing of data. The provisions of regulations concerning records and documentation shall apply.

The parties concerned may exercise the rights to access, rectification and erasure, and other rights stipulated in current data protection regulations, when these are applicable, to San Sebastián Town Hall's "Udalinfo" Service at C/ Easo 41, 20006 Donostia / San Sebastián.

If you have not been treated properly in the exercise of your rights, you may lodge a complaint with the Basque Data Protection Agency. Address: C/ Beato Tomás de Zumárraga, 71 – 3ª planta - 01008 Victoria-Gasteiz. However, by way of a preliminary optional step, you may contact the Donostia / San Sebastián Data Protection Officer: dbo@donostia.eus.

ARTICLE 15. FINAL STIPULATION.

Entry into force and acceptance.

These Terms and Conditions shall be announced via the Official Journal of Gipuzkoa and shall come into force on the day following their publication therein.

Submission of the application by the parties concerned entails full acceptance of its Terms and Conditions.

Exclusion of liability.

The beneficiary shall be solely liable for any personal injuries and/or material damage arising as a consequence of actions prior or subsequent to the activity concerned by the grant or as a consequence of same, and holds Fomento de San Sebastián harmless against any liability for these reasons.

ARTICLE 16. LEGAL REGIME

Any grants awarded shall be governed by the rules set out in these Terms and Conditions and additionally by the rules in the LGS and its implementing Regulation approved by Royal Decree 887/2006 of 21 July, approving the LGS Regulation (hereinafter "RLGS"), albeit exclusively in terms of the management principles set out in said LGS and the

information principles referred to in Article 20 of same, by virtue of Article 3.2 paragraph two of the law, which determines said application.

Otherwise the aforementioned LGS and RLGS shall only apply when these Terms and Conditions make express reference to said laws.

San Sebastián, on the date of signature.

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Managing Director, Fomento de San Sebastián