

EKINN SAN SEBASTIAN RESIDENCE PROGRAMME TERMS AND CONDITIONS FOR PARTICIPATION ON THE ENTREPRENEURIAL TALENT ATTRACTION PROGRAMME TO CARRY OUT PROJECTS AND BOOST INNOVATION AND KNOWLEDGE IN SAN SEBASTIAN

PRELIMINARIES

In 2024, the Sociedad Fomento de San Sebastián consolidated its commitment to transitioning to a new strategy and management model aimed at becoming a benchmark for innovation in the city and focused on playing the role of San Sebastián's Innovation Agency.

This involves a commitment to supporting individuals, companies and projects through personalisation, quality, strategic focus and a clear commitment to doing so in collaboration with the various public and private agents that make up the city's innovation ecosystem.

Promoting innovation and the growth of innovative business projects in the city is one of the development priorities of Fomento San Sebastián as the basis for the city's development.

The city currently has a business park with 15,600 companies, representing a business density of 80 companies per 1,000 inhabitants. It ranks third in Spain, behind only Barcelona and Madrid, and ahead of capitals such as Valencia, Malaga and Bilbao.

In a context of growth in San Sebastian's TEA (Total Entrepreneurial Activity), in 2023 the city will also reach a maximum number of knowledge-intensive companies (more than 6,400), which already represent 49% of the city's GDP. However, although the TEA is at pre-pandemic levels, reaching 7%, which places it above the Spanish average (6%), it is still far from the most advanced ecosystems in this field, and

At the same time, the city continues to have a business fabric dominated by small businesses, with 72.5% of the fabric consisting of companies with 1-2 employees, and up to 91.7% having between 1 and 9 employees.

In order to respond to these challenges, among others, in 2024 Fomento San Sebastián has reinforced its strategic commitment to innovation and entrepreneurship, with a budget of 5.8 million euros. As a result, 970 people (54% women and 32% under 35) have participated in support services for entrepreneurs, with a special focus on the eastern district (15%). Of the 229 new entrepreneurial projects supported, 60% are highly innovative, reflecting Fomento San Sebastián's strategy towards knowledge-intensive service sectors and biosciences.

Fomento San Sebastián remains committed to supporting the creation of new business projects in the city as a driver of economic growth and local job creation.

The EKINN project, a new Entrepreneurship and Innovation Hub recently launched, is a major milestone in this city strategy, serving as a space for attracting and accelerating innovative business projects. Fomento de San Sebastián coordinates programmes and measures aimed at both promoting and strengthening the local innovative business fabric and attracting entrepreneurial talent willing to implement their projects in the city or start new innovative business projects there.

Within this framework, this programme is proposed with the aim of promoting San Sebastián's international connection with entrepreneurial talent, enabling their mobility to the city, improving the connection with talent hubs, and enabling the return of local talent to the city, especially for the development of innovation-based entrepreneurial projects.

1. PURPOSE

To boost San Sebastián's international connection to entrepreneurial talent, enabling it to move to the city, improving the connection with talent hubs, and helping local talent to return to the city; most especially for the purpose of carrying out innovation-based projects.

In a bid to connect, attract entrepreneurial talent and innovative business projects, Fomento de San Sebastián is providing this Residencias EKINN San Sebastián Programme (International Residence) which **helps practitioners with innovative entrepreneurial projects to come to the city from outside the Autonomous Community of the Basque Country, in a scheme targeting individuals or legal entities with an interest in carrying out innovative entrepreneurial projects in our city.**

The programme targets:

- **Entrepreneurs** not resident in the Autonomous Community of the Basque Country with an entrepreneurial project based on innovation and/or technology, with an interest in setting up in San Sebastián.
- **Start-ups and/or recently incorporated businesses working with innovation and/or technology from outside the Autonomous Community of the Basque Country** with an innovative entrepreneurial project and an interest in setting up in San Sebastián.

2. REQUISITES FOR PARTICIPANTS

The following will be eligible for the programme:

- Individuals resident outside the Autonomous Community of the Basque Country at the time of application, or legal entities based outside the Autonomous Community of the Basque Country at the time of application.

Exceptionally, individuals may arrive in San Sebastián prior to the application date, provided that their arrival in San Sebastián is within the two-month maximum stay period of this EKINN San Sebastián Residencies programme.

In both cases, they must have an interest in setting up in San Sebastián.

- Those taking up the residence in San Sebastián must:
 - Be a promoter of and an active participant in the project to be carried out, and have decision-making capacity in relation to the project.
 - Be working on this project on an exclusively full-time basis.

The residence in San Sebastián will be in relation to this programme, on an exclusive working basis. Under no circumstances may the residence in San Sebastián be related to other business or training programmes and projects and similar that have not been arranged or participated by Fomento de San Sebastián, without prior authorisation by Fomento de San Sebastián. If they have not been authorised and fail to curtail their participation in other programmes, Fomento de San Sebastián may suspend their participation in this Residence programme, entailing loss of the accommodation offered by Fomento de San Sebastián and the other benefits of this programme.

- They must present innovative, scalable business projects to be carried out in San Sebastián.
- They must be of interest to Fomento de San Sebastián

Fomento de San Sebastián may request any information and contributions it may deem necessary to ascertain that the requisites laid down in these terms and conditions have been met.

3. CHARACTERISTICS AND FUNCTIONING OF THE PROGRAMME

This programme sets out to **assist practitioners with innovative business projects by means of a stay of between 15 days and 2 months in San Sebastián**, where the projects can be examined and advised by Fomento de San Sebastián as to the opportunities available in the city for their innovative businesses. Exceptionally, Fomento de San Sebastián may extend the duration of the stay if it deems it appropriate and upon request and justification by the applicant.

In any case, the start of the residency in San Sebastián must be approved by Fomento de San Sebastián and cannot be on any date other than that confirmed by Fomento de San Sebastián.

Residence in San Sebastián will be name-specific and non-transferable, unless Fomento de San Sebastián explicitly authorises this.

The programme consists of the following:

- Project tutoring process: specialist advisory to assist the business project with mentors during the stay.
- A work space in San Sebastián during the stay, at the Ekinn building.
- Work agenda + Connection to the local R+D+i ecosystem.
- Welcome pack

Beneficiaries of this programme may also apply to the "Fomento al Alojamiento Ekinn" facility for aid packages to cover the costs of accommodation during their stay in San Sebastián.

Fomento de San Sebastián will be offering 15 places after 1st September 2025.

Fomento will 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. 20,009.

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

The **obligations** of the beneficiaries are as follows:

- They must sign a regulatory agreement for participation on the Ekinn San Sebastian Residence Programme.
- They must attend all the sessions to which they may be invited by Fomento during the programme
- They must comply with the roadmap established by Fomento during the stay afforded them.
- They must make proper use of the accommodation and working facilities, causing no damage to materials and observing the building's regulations.
- They must comply with the dates of the stay afforded them, and organisation of their travel.

Failure to meet any of the above obligations will entitle Fomento de San Sebastián to terminate their participation in this programme immediately, and to claim any damages that may arise from their failure to comply.

4. OFFICIAL APPLICATIONS TO TAKE PART IN THIS PROGRAMME

The deadline for submitting applications will be until all places allocated to this programme are filled.

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

If it proves impossible to use this procedure, applicants must contact Fomento de San Sebastián, which may stipulate an alternative procedure.

Appendices must be filled in completely, and must be properly signed. Any documentation to be attached which requires a signature must be signed digitally.

Requests for any information or queries will be handled by phone on 943 482800 or by e-mail at fomentoss@donostia.eus, with the following subject header: Ekinn San Sebastian Residence Programme - "Residencias Ekinn San Sebastian"

The documentation to be submitted is as follows:

Documentation:

- a) Application form and project description, detailing the activity to be carried out (work plan) within the framework of this call for applications and during the stay in San Sebastián, its justification and the duration of the stay; it shall also describe the innovative project to be developed. It shall contain technical and financial information and must show the overall design of the project (development of phases, tasks, persons responsible, timetable, performance indicators) and clearly indicate its current status.

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

Once the project has been approved, documentation must be submitted proving that the applicant was resident outside the Basque Country prior to the date of application. Documents in Spanish, Basque or English will be accepted. Documents in other languages must be translated into one of these three languages in order to be valid.

In addition,

- If the applicant is a natural person, a copy of their identity card.
- If you are a legal entity, a copy of the applicant's tax identification number and, where applicable, the identity card of the authorised representative.

5. 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, applicants will be asked to rectify the omission or submit the necessary documents within ten working days, on the premise that, should they fail to do so, the application will be discarded with no further procedures, and consequently it will be terminated. Fomento de San Sebastián may request further clarifications of the report on the project if it deems this advisable.

Rectifications will be notified to the e-mail which the beneficiary has stated as the contact e-mail (e-mail address for notifications). Notifications will also be available on the web application in the procedure.

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

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

6. APPRAISAL AND FORMALISATION OF APPLICATIONS

The applications will be appraised and decided on in the order in which they are received until the total resources earmarked for this programme have been used.

Only one participation in the programme may be granted per beneficiary.

All the applications submitted will be appraised as follows:

1. Appraisal of compliance with the requisites to take part in this programme.
2. Appraisal of the project as an innovative entrepreneurial project, based on technology and/or R+D.
3. Needs to be addressed during the stay in San Sebastián.
4. Commencement and duration of the stay in San Sebastián applied for.

Fomento de San Sebastián may contact applicants if it requires further information or if it requires further information about the person.

They must be projects with one of the following characteristics:

- A differential value with respect to the market or the society of today
- Intensive use of technology, knowledge and/or innovation
- R+D projects
- New and useful products and/or services
- Business models or processes that are more effective than at present and generate a greater impact on the social and economic development of our city.
- Projects with qualified profiles implementing new professional profiles with substantial added value.

All projects submitted pursuant to the Terms and Conditions will be appraised on a maximum score of 100, and applicants must score at least 75 for the aid package to be approved.

The projects will be appraised on the following assessment criteria:

a) Viability of the idea: It should show a clear and defined market, and the competitive edge of the value proposal etc.	30 points
b) Feasibility of the idea: Suitability of the project team, level of knowledge, its experience, relational capital, project development time schedule etc.	35 points
c) Invertibility of the initiative: Scalability potential and potential for generating cash flow in the medium term on the EXIT Project etc.	20 points

d) Impact of the initiative: On the city's economic and social development, and of the strategic sectors and areas promoted by Fomento de San Sebastián	15 points
TOTAL PROJECT SCORE	100 points

Fomento de San Sebastián may contact applicants whose projects have not attained the minimum score, but have attained 65 points or more, in order to contrast proper comprehension of the project.

The timeline for ruling on the aid applied for shall be **three months from the date of registration of the application**, and this period does not include any periods for rectification of administrative documentation. Non-declaration of the decision granting participation in the programme within the timeframe stipulated will not signify that participation has been granted.

When a decision has been taken on the application, Fomento de San Sebastián will check the compulsory documentation submitted. An explicit decision by Fomento de San Sebastián will grant or refuse participation in this programme.

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

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 will inform them of the steps to be taken to carry out this procedure. Decisions by Fomento de San Sebastián will apply, and both parties, as applicable, will submit to the jurisdiction of the Courts and Tribunals of San Sebastián.

Notwithstanding the foregoing, Fomento de San Sebastián reserves the right to ask the applicant to supply any additional documentation or information it may deem necessary, for the purposes of verifying the veracity or accuracy of the data furnished.

If timelines for the submission of documentation are not observed, the application will be deemed to be impaired, unless Fomento de San Sebastián explicitly authorises, following a request by the party concerned on grounds justified accordingly, an extraordinary extension of the submission deadline.

7. GENERAL OBLIGATIONS OF BENEFICIARIES

The beneficiaries of this programme will undertake the obligations set out in these terms and conditions, which for these purposes are explicitly declared to be applicable, with reference (for information only, and non-exhaustive) to the following obligations:

- a) To meet each and every requisite stipulated in sections 2 and 3 of this document.

- b) To meet the rules of the Ekinn building and/or Talent House building, depending on each case.
- c) To supply statistical data required by Fomento - specifically, data in relation to the microdata of those taking part in this programme.
- d) To keep any documents corroborating approval of participation in this programme, 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) To notify Fomento de San Sebastián of amendments to any subjective or objective circumstances which modify the conditions submitted in the application to participate in this programme, and which were taken into consideration for granting participation in this programme.
- f) To furnish any information that may be required by Fomento de San Sebastián in the exercise of its functions with respect to participation in this programme.
- g) To notify Fomento de San Sebastián of the receipt of other subsidies, grants, income or other resources received for the same purpose.
- h) To attend any meetings that may be called by Fomento de San Sebastián for monitoring purposes.
- i) To take part in any conferences (presentation of projects, activities, follow-up of results etc.) that Fomento de San Sebastián may call in relation to participation in this programme.
- j) To 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.
- k) To be in possession of all the necessary personal legal documentation to enable them to reside in San Sebastián during their participation in the programme.
- l) Mention Fomento de San Sebastián in the promotion and dissemination of the activity carried out within the framework of this programme, by including its institutional image, as well as the related legend in the communication media (website, posters, emailings, etc.). Also mention the ESF "Ekinn Harrera" programme in the promotion of the mentoring received through this programme.
- m) To authorise Fomento de San Sebastián to publish, in its digital directories of R+D+i agents and companies, their contact data, activity, business name, logo, trademark and any other distinctive symbol used for commercial purposes by the beneficiary. To this end, the beneficiary will grant Fomento de San Sebastián an operating licence for these items, limited to the purposes stated, and will guarantee peaceable use of this by the latter.
To 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](http://www.donostiaeuskaraz.eus/euskaraz/dirulaguntzak/lang/es))

8. TERMINATION OF THE PARTICIPATION AGREEMENT

The following, inter alia, will constitute causes of termination of participation in this programme:



- Failure to comply with the milestones stipulated in the Residence programme.
- Failure to attend meetings, encounters and events organised by Fomento.
- Withdrawal from the Residence programme.
- Failure to show respect for and/or make improper use of Fomento's facilities.

In these cases, Fomento de San Sebastián may curtail participation in this programme, and this will not generate any right to indemnifications or compensation of any kind for any beneficiaries affected by any of the above circumstances.

Moreover, failure of the applicant to comply with any of the obligations in these Terms and Conditions will entitle Fomento de San Sebastián to terminate the lease contract immediately, and to claim any damages that may arise from their failure to comply.

9. CO-FINANCING

This programme will be 40% co-financed by the European Social Fund as part of the ESF+ Programme Basque Country 2021-2027, for the "EKINN HARRERA" programme.

10. DATA PROTECTION

Pursuant to the provisions of data protection regulations currently in force, it is stipulated that the personal data you furnish to us will be processed by San Sebastián Town Hall, acting as data controller, and information will 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 will be deemed compulsory, and the application cannot be processed in the event of failure to provide these 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 approval of the aid packages will 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 will 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 will 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.

11. JURISDICTION AND SETTLEMENT OF LITIGATION

In the event of any controversies, conflicts or discrepancies, when extrajudicial proceedings have been exhausted for the settlement of conflicts and the corresponding appeals and claims have been submitted, both parties will submit to the rulings of the Courts and Tribunals of the city of San Sebastián.

San Sebastián, on the date of signature.

Iñigo Olaizola
Managing Director, Fomento de San Sebastián, S.A.

