



RULES FOR PARTICIPATION
BSC AI FACTORY INCUBATION SPACE
CALL 1.2

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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 Incubation Space Program** (hereinafter, the “Program”).

The 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 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 Program aims to support high-potential, early-stage AI startups, SME’s, Public Bodies, AI entities or innovation stakeholders by providing access to a high-performance computing environment, expertise, and infrastructure. This mission is designed to catalyze entrepreneurial activity, foster collaboration, and position the BSC AI Factory as a reference node in Europe for applied artificial intelligence. These Rules are designed to ensure a selection process that is transparent, non-discriminatory, and consistent with the BSC AI Factory mission.

SECTION I. DEFINITIONS AND SCOPE

Article 1. Definitions

- The Program:** BSC AI Factory Incubation Space Program
- 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).
- Applicant:** Any startup, entrepreneur or stakeholder related to AI seeking admission to the Program.
- Participant/Beneficiary:** An Applicant formally selected and admitted to the Program.
- Batch:** A group of beneficiaries participating concurrently in the Program.
- Hot desk:** The shared workspace area available for reservation by Participants.
- Space Manager:** ultimate responsible for the day-to-day management of the offered Incubation Spaces, including incidence resolution and providing support to Participants.

Article 2. Scope

These Rules govern all phases of Call 1.2, including application, eligibility verification, selection process, and the rights and obligations of the selected Participants for the duration of the Batch **(December 1st, 2025 to March 31st, 2026)**.

SECTION II. MANDATORY ELEGIBLE CRITERIA

Article 3. Criteria for Applicants

To be considered for the Program, 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 the European Union.
2. Corporate Age	Between 0 and 10 years since legal incorporation , unless justified (e.g. pivot, new AI product line, recent scale-down).
3. AI Technology	Must demonstrate intensive use, development or investment in AI Technologies (e.g. trained models, annotated datasets, validated algorithms). <i>Projects should be at Medium and High Readiness Level determined in the User Journey from One-Stop Shop. (https://www.bsc-aifactory.eu/one-stop-shop/)</i>
4. Company Size	The company must have fewer than 20 employees .
5. Sector Priority	The Company should belong to one of the AI Factory's priority sectors: Health, Agriculture & Climate, Finance & Legal, Policy Making & Public Administration, Communication & Media, Energy .
6. In-person Availability	A minimum of 1 employee must be available to be in-person in the offices, at least 2 times per week .

Article 4. Discretionary Consideration

Applicants operating outside the defined strategic sectors may be considered, provided they demonstrate intensive use, development or investment of AI.

SECTION III. APPLICATION AND SELECTION PROCEDURE

Article 5. Application Process

For Call 1.2, Applicants shall skip the Initial Onboarding step and submit their application directly via the official online form.. The required form [is Incubation Space Registration Form - Call 1.2](#).

Article 6. Selection Mechanism

6.1. A maximum of 10 Applicants will be selected for Call 1.2.

6.2. If the number of eligible Applicants exceeds the defined capacity, a public, lottery-based selection mechanism will be implemented. This lottery will be conducted 10 days prior to the start of the Program.

6.3. The lottery procedure will be recorded and made public to ensure that the entire process has been carried out in a fair and transparent way with these Rules.

Article 7. Resolution and Acceptance

7.1. 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.

7.2. Selected Applicants will be granted five working days from the date of notification to formally accept or decline the offer. Failure to formally accept the offer within this 5-days period will be construed as a definitive rejection.

SECTION IV. PARTICIPANT RIGHTS AND MANDATORY COMMITMENTS

Article 8. Rights of the Participant (Value Proposition in Annex 2)

The 10 selected Participants shall be granted access to the following facilities and resources for the duration of the Batch. It is expressly stated that all resources and facilities detailed below are common areas and are to be shared among all Participants of the current Batch, as well as other individuals and entities operating on the same floor and within the Building, subject to the Code of Conduct (Annex I):

- a. Access to the Hot Desk area, with a maximum of 5 desks per Applicant, with prior booking [via Tenea](#) tool
- b. Office facilities equipped with essential (desk and chair, printer, microwave, coffee machine, fridge and an office manager).
- c. Three (3) Individual Meeting Cabins.
- d. Two (2) Meeting Rooms (8-person capacity), bookable via [Nexudus](#).
- e. Security and Internet connection.
- f. Access to other available facilities (terrace, lunch area, auditorium).

Article 9. Mandatory Commitments

Selected Participants must commit to and fulfil the following:

- a. Active participation in the incubation space's activities, including technical workshops, networking events, and visibility initiatives.
- b. Mandatory attendance at the joint onboarding session. For Call 1.2, this is scheduled for December 1st, 2025, from 9.30 a.m. to 11 a.m. at Pier07.
- c. Mandatory membership in Tech Barcelona, which grants access to shared facilities, community benefits and networking platforms.
- d. Compliance with the minimum on-site presence of two (2) days per week at the BSC AI Factory Incubation Space, as stated in the selection conditions. Failure to comply with this minimum attendance requirement without justified cause may be considered a moderate breach under the Disciplinary Policy set forth in Annex 1.

After being selected, each Participant must provide proof of valid civil liability insurance covering potential damages to persons, equipment, or facilities within the Incubation Space. In the absence of such insurance, the Participant shall assume full financial and legal responsibility for any damages caused during its participation in the Program.

SECTION V. CODE OF CONDUCT AND TERMINATION

Article 10. 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.
- No tax domiciliation of the Participants in the Incubation Spaces.

Article 11. Termination and Expulsion

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 Program.

In the event of termination, expulsion, 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, if such a list exists for the current Call.

SECTION VI. TIMELINE (CALL 1.2)

Article 12. Timeline for Call 1.2

CALL 1.2			
1	Application period	6 th November 2025	19 th November 2025
2	Lottery Procedure	20 th November 2025	
3	Acceptation Process	Until 26 th November 2025	
4	Batch	1 st December 2025	31 st March 2026

SECTION VII. INTELLECTUAL PROPERTY AND JURISDICTION

Article 13. Intellectual Property

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.

Article 14. Applicable law and Jurisdiction

These Rules of Participation shall be governed by and construed in accordance with the laws of Spain. Any controversy or claim arising out of or relating to these Rules shall be subject to the exclusive jurisdiction of the competent Courts and Tribunals in Barcelona, Spain.

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 Incubation Space Program. Any violation of this Code constitutes a material breach of the Rules and may result in disciplinary action up to and including immediate expulsion.

Article 15. Principles of professionalism and non-discrimination

- 1.1. 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).
- 1.2. All Participants must strictly adhere to relevant national, European, and local anti-discrimination and anti-harassment legislation.
- 1.3. 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

- 2.1. 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.
- 2.2. The unauthorized disclosure, use, or exploitation of any third-party Proprietary Information encountered within the Incubation Space is strictly prohibited and constitutes a material breach of this Code and the Rules.

Article 17. Facilities use and Responsibility

- 3.1. All provided facilities, equipment, and resources must be used exclusively for the business purposes intended by the Program. They must be utilized in a safe and responsible manner, respecting the shared nature of the spaces.
- 3.2. Participants are obligated to maintain the cleanliness, organization, and professional standards of their assigned workspaces, Hot Desks, and all shared common areas.
- 3.3. 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

- 4.1. The consumption or presence of illegal drugs is strictly prohibited within the Incubation Space premises. The consumption of alcoholic beverages is generally prohibited, except for limited, pre-approved social events organized or sanctioned by the Organizer.

- 4.2. Participants are prohibited from entering the premises or engaging in Program activities while under the influence of any substance that may impair judgment, safe conduct, or professional behaviour.
- 4.3. 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. Disciplinary actions and Sanctions

- 5.1. The authority responsible for reviewing alleged breaches, conducting investigations, and determining the appropriate sanction is the BSC AI Factory Commission, advised by the Space Manager. The BSC AI Factory Commission's decision regarding the severity of the breach and the corresponding sanction shall be final and binding.
- 5.2. 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 include repeated Tier 1 offenses after receiving a formal warning, <u>unauthorized guest access</u> , repeated violations of facility reservation policies, or minor breaches of Article 5.03 (Facility Use) causing minor expense to the Organizer.	Temporary Suspension of Privileges (e.g., loss of meeting room access for 30 days) or Permanent Revocation of Specific Accounts
Tier 3: Severe Breach	High-Impact, Malicious, or Irreparable Offenses. Criteria include any violation Harassment/ Violence/Discrimination), unauthorized disclosure of Proprietary, significant damage to	Immediate Expulsion from the Program, leading to the permanent loss of all

	property, or any act that constitutes a criminal offense or jeopardizes the safety of the community.	remaining benefits without recourse.
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5.3. The Procedure for the application of the sanctions will be the following:

- a. Upon notification of a potential breach, the Space Manager shall conduct an initial review. If the breach warrants further action, the case will be presented to the BSC AI Factory Commission.
- b. 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.
- c. 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.
- d. 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: VALUE PROPOSITON

VALUE PROPOSITION FOR BSC AI FACTORY SPACE

+15 AI COMPANIES	 Office <i>*Equipped with coffee, microwave, fridge...</i>	 Equipment <i>*A workspace with a desk and chair and other necessary items, such as a printer, office supplies, etc....</i>
22 HOT DESKS	 Security	 2 Meeting Rooms
5 SPOTS AVAILABLE PER COMPANY	 Internet connectivity	 3 individual Booths
	 Office Manager	 Other availability facilities <i>*Auditorium, Terrace...</i>

VALUE PROPOSITION FOR BSC AI FACTORY SPACE

