

**Rules of the Project Competition
with Jury involvement for the
ENAIRe Open Innovation
Accelerator (2nd Edition)**

**CHALLENGE 1: HOW TO TAKE
ADVANTAGE OF THE DATA
GENERATED IN THE AIR TRAFFIC
MANAGEMENT ACTIVITY TO DEVELOP
NEW SERVICES**

ENAIRe 



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1. Background and Organization

ENAIRe is the Public Business Entity under the Ministry of Transport, Mobility, and Urban Agenda that manages air navigation in Spain. It **provides aerodrome control services at 21 airports**, including the busiest ones, as well as **en-route and approach control** through five control centers located in Barcelona, Madrid, Gran Canaria, Palma, and Seville. Additionally, **45 air traffic control towers** receive communication, navigation, and surveillance services from ENAIRe.

CRIDA (Centro de Referencia de Investigación, Desarrollo e Innovación ATM A.I.E.) is a non-profit economic interest group established by ENAIRe (66.66%), the Polytechnic University of Madrid (UPM) (16.67%), and Ingeniería y Economía del Transporte, S.A. (INECO) (16.67%). Its mission is to **improve the efficiency and performance of the Spanish air traffic management (ATM) system** by developing R&D&I ideas and projects that provide measurable solutions through performance indicators within the Spanish system as part of a global system.

CRIDA plays a crucial role in ENAIRe's R&D&I activities, and one of its delegated tasks is to **promote open innovation** as a means to address the future challenges of ATM system evolution. CRIDA and ENAIRe are committed to open innovation as a key driver to maintain their position as international benchmarks.

As part of its innovation strategy and as a tool to attract new ideas, CRIDA is launching this **Project Competition with Jury Intervention** (hereinafter, Project Competition), which will take place throughout 2025. The competition aims to attract projects from individuals or legal entities (startups or companies) at both national and international levels for acceleration and potential future contracting.

For the execution and organization of this Acceleration Program, CRIDA is supported by the UTE SILO-AD (a temporary business association formed by Science and Innovation Link S.L. and Active Development S.L.), a company specialized in entrepreneurship programs ¹.

UTE SILO-AD will be appointed by CRIDA to carry out the functions of the Technical Secretariat, as described in Section 9 of these Rules.

¹ The UTE SILO-AD is the company awarded the 'Technical and Administrative Specifications. Open Innovation Support' published in the Public Sector Procurement Platform on 07/Aug/2024 with File Number 2024-07-18-01.

2. Contracting Entity, Contracting Authority, and Award Procedure

The Contracting Entity will be CRIDA (Centro de Referencia de Investigación, Desarrollo e Innovación ATM A.I.E.), which will also act as the Contracting Authority.

The award procedure will be a Project Competition with Jury Intervention, as this is considered the most suitable process to obtain the most creative and innovative solutions.

3. Purpose of the Competition

These Terms and Conditions aim to define and establish the rules, conditions, and criteria governing the Project Competition, with the objective of selecting the best proposals. The evaluation by the Jury will be based on the adequacy and technical quality of the proposals, choosing those deemed most suitable for acceleration by CRIDA and ENAIRe.

CRIDA will simultaneously launch three (3) Project Competitions, each focused on a specific CHALLENGE.

These Terms and Conditions apply to the Project Competition for CHALLENGE 1: HOW TO TAKE ADVANTAGE OF THE DATA GENERATED IN THE AIR TRAFFIC MANAGEMENT ACTIVITY TO DEVELOP NEW SERVICES.

The official competition rules and submission deadlines will be continuously updated on the following platforms:

- <https://aceleradora.enaireopeninnovation.com> (Open Innovation Program website).
- <https://contrataciones.crida.es> (CRIDA's Contracting Profile).
- <https://contrataciondelestado.es/> (Public Sector Contracts Platform and the Official Journal of the European Union - OJEU, accessible through the same platform).

4. Description of Challenge 1: HOW TO TAKE ADVANTAGE OF THE DATA GENERATED IN THE AIR TRAFFIC MANAGEMENT ACTIVITY TO DEVELOP NEW SERVICES

Challenges within the open innovation framework in ATM (Air Traffic Management) refer to issues that can be addressed **with solutions from fields beyond ATM**. For this reason, the challenges defined in this competition are of a **cross-cutting nature** and seek to take advantage of the knowledge and experience acquired in other business areas for use in the air traffic management environment.

The specific challenge covered in this Project Competition is as follows:

Air traffic management is the set of services, procedures, and technologies designed to ensure the safe, orderly, and efficient movement of aircraft in the airspace. ENAIRe, in order to carry out this task, handles and generates vast amounts of data: flight plans of aircraft landing, taking off, and crossing Spanish airspace; their real-time trajectories; the phase of the flight; weather observations and forecasts; airspace structure; airways; reference points; restricted zones; the maximum number of aircraft that can be handled in a space; delays; flight times; distances flown; communication data, and more.

ENAIRe seeks to develop new services aimed not only at improving the services currently provided to airspace users (such as airlines or general aviation), but also to society in general.

Below are some illustrative examples within this challenge. Different ideas from those proposed here will be highly valued.

- Develop interactive platforms that allow students and citizens to learn about aviation and sustainability.
- Create applications that provide real-time flight status information such as arrival and departure times, improving travel planning.
- Analyze tourism trends and better plan capacity at destinations.
- Connect air traffic data with land and maritime transport systems to facilitate faster and more sustainable travel.
- Develop applications for entertainment and culture, such as video games or augmented reality apps.
- Use flight data to track international movements and manage the spread of diseases.

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- Use fuel consumption data to calculate emissions and enable passengers to contribute to reforestation or renewable energy programs.
- Anonymized and ethically processed communication recordings could be analyzed to identify patterns that precede errors or misunderstandings, or to infer stress, workload, or fatigue in operators.

5. Prizes

Each winning proposal will receive a **€40,000 cash prize**, which will be transferred to the winner's designated bank account by UTE SILO-AD, on behalf of CRIDA. This prize will be subject to applicable tax deductions. The disbursement will be executed following a predefined schedule and milestone-based release plan.

Additionally, winners will gain access to a **six-month acceleration** phase led by ENAIRE/CRIDA.

During this acceleration phase, CRIDA will provide a structured program including, but not limited to: mentorship sessions, workshops, advisory support (delivered by UTE SILO-AD) on various aspects relevant to the development of the selected proposal.

At the conclusion of the acceleration phase, ENAIRE/CRIDA may decide—based on the achieved results—to contract the winning proposal for further development and implementation. If the contract is formalized, it will be governed by the Specific Contracting Terms and Technical Specifications, which will be drafted accordingly.

The Contracting Authority will initiate the contract awarding process through a negotiated procedure without prior publication, with a maximum budget of €300,000 (excluding VAT). The contract duration will be up to two years, in accordance with Article 168(d) of the LCSP (Public Sector Contracts Law).

6. Acceleration

The selected proposal will receive personalized support to assess its feasibility within ENAIRe/CRIDA during the six-month acceleration phase.

The acceleration program will run from September 2025 to March 2026, during which the following activities will take place:

- Kick-off session to introduce the acceleration program
- Roadmap development to initiate a proof of concept, pilot, or prototype within ENAIRe/CRIDA facilities
- Weekly online meetings to monitor project progress
- Access to ENAIRe/CRIDA facilities and collaboration with their personnel to validate the technology (if applicable)
- Tailored training provided by UTE SILO-AD, based on the needs of the selected proposal

At the end of the acceleration phase, the results will be presented, and ENAIRe/CRIDA will decide whether to contract the further development and deployment of the project. Regardless of the outcome, the contracting unit will formally communicate the final decision.

7. Documentation to be Submitted

In accordance with the provisions of Section 10 of these Terms and Conditions, **the documentation described herein is required to complete Phase 1 of the Project Competition**. Participants advancing to Phase 2 will be required to submit additional information, the format of which will be specified at the appropriate time.

Each proposal must consist of two files:

- File 1, which includes the administrative documentation of the participant.
- File 2, which corresponds to the description of the proposal.

To preserve anonymity, both files comprising the proposal must be named according to the following structure:

- File designation for "Administrative Documentation":
Challenge 1_ PROPOSAL NAME_File 1
- File designation for "Proposal Description":
Challenge 1_ PROPOSAL NAME_File 2

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Both files must be in PDF format or a similar format that allows for open software access. The documentation in File 1 must be signed by the participant, whereas File 2 must remain unsigned to ensure anonymity. Proposals that do not comply with anonymity specifications will not be evaluated by the Jury.

It is recommended that each file does not exceed 50 MB.

The official languages for documentation submission and competition development are English and Spanish. Therefore, all submitted files must be in either of these languages.

Proposals must be submitted electronically through the following URL:

<https://aceleradora.enaireopeninnovation.com/>.

Participants may upload updated versions of their proposal documents as long as the submission deadline has not expired. Each new upload will overwrite the previous version, and the system will notify the user of this overwrite.

Once the proposal submission period has ended, the documentation will be considered final and can no longer be modified or deleted from the platform.

Upon submission, participants will be able to view the files they have uploaded on the electronic platform.

Within the submission deadline, participants who require assistance regarding their submitted files may contact the Technical Secretariat as referenced in Section 9 of these Terms and Conditions via the email indicated on the following URL:

<https://aceleradora.enaireopeninnovation.com/>.

CRIDA will not be responsible for any loss, misplacement, damage, illegibility, or corruption of the submitted electronic proposal file. Each participant is responsible for the integrity of the data contained in their proposal.

7.1 File 1: Administrative Documentation

File 1 must necessarily include the following information and documentation:

- Identification of the participant for notification purposes. The following details must be included: full name, contact person, phone number, complete address, including email address.

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- Participants must explicitly indicate whether they wish to remain anonymous in the public presentation and possible publication of submitted proposals, in case they do not win the competition. If this preference is not stated, it will be assumed that the participant does not wish to maintain anonymity. Winning proposals cannot remain anonymous, even if anonymity was expressly requested.
- National ID document in the case of individuals, and TAX ID or VAT number in the case of legal entities, and the corresponding identification in the case of foreigners, valid in law, which serves to identify their type of constitution.
- In addition, in the case of legal entities, a valid document proving the company's legal establishment, such as: articles of Incorporation, business Registration Certificate, other official corporate registration documents.

7.2 File 2. Proposal Description

Participants must submit a document with a **maximum length of five pages, the font to be used will be Arial and with a minimum size of 10**, in which the title of the proposal is included, as well as all the relevant and necessary information for the jury to properly evaluate their proposal.

This document must be structured according to the Jury's assessment criteria described in section 10 of these Rules, identification of the problem to be solved, detailed description of the proposed solution, how the proposal adapts to the challenge, the impact on the business, the participant's technical capacity, their experience, as well as their business model.

8. Intellectual Property Rights and Commercialization. Rejection of Subsequent Contract Formalization

The intellectual property rights of any products or services generated as a result of the acceleration program will remain the property of the winning participant.

At the conclusion of the acceleration phase, ENAIRe, through CRIDA, within the framework of its air navigation services, may decide to continue developing and further exploiting the winning proposal in collaboration with the winner. To this end, ENAIRe/CRIDA will offer a contract through a negotiated procedure without prior publication, as indicated in these Terms

and Conditions. As a result, the ownership of the final development will be shared between ENAIRe/CRIDA and the winning participant.

If ENAIRe/CRIDA does not exercise this right within an additional two years, the right will expire, and ownership will automatically revert to the original author of the winning proposal.

9. Competition Organization: Technical Secretariat

The Project Competition will be supported by a Technical Secretariat, managed by UTE SILO-AD. The Technical Secretariat, appointed by the CRIDA Contracting Authority, will be responsible for the following tasks during the proposal reception and selection process:

- Providing support to participants in the submission process.
- Addressing questions and resolving participant inquiries.
- Requesting corrections for any formal errors in submitted documents.
- Verifying anonymity compliance before forwarding proposals to the Jury.
- Formally notifying selected participants moving from Phase 1 to Phase 2.
- Requesting additional clarifications or documentation from Phase 1 participants for Phase 2.
- Organizing virtual interviews with Phase 2 participants while ensuring anonymity.
- Requesting participant consent for video recording of the Phase 2 presentation session.
- Documenting the session in writing if a participant does not consent to recording.
- Communicating with the winning participant after the Jury's deliberation to begin the acceleration phase.
- Preparing official reports with the evaluation and ranking of proposals for Phase 1 and Phase 2.

10. Selection Process for the Winning Proposal

10.1 Phases of the Competition

The selection process is divided in 2 phases: Phase 1 and Phase 2.

10.1.1. Phase 1: Initial Selection

Once the proposal submission period has ended, the material received will be prepared by the Technical Secretariat for review by the Jury. **Only File 2 of each proposal will be reviewed by the Jury to ensure the anonymization of the process.**

In this first phase, the Jury will pre-select the proposals that will advance to Phase 2, with a minimum of three (3) proposals required to be selected.

The evaluation criteria will be as follows:

- **PROPOSAL CONTENT (25 POINTS):** The proposal's clarity, structure, and ease of understanding will be assessed, explaining what problem or need it addresses and detailing how it intends to solve it. Additionally, the degree of innovation will be considered, evaluating to what extent the proposal introduces new ideas, approaches, or significant improvements compared to existing solutions.
- **ADAPTATION TO THE CHALLENGE (25 POINTS):** How well the proposal aligns with the competition's challenge will be assessed, ensuring that it effectively addresses it. The proposal must demonstrate a deep understanding of the challenge's objectives and needs, aligning with its requirements and offering a well-founded and relevant response.
- **IMPACT (20 POINTS):** The potential impact of the proposal on ENAIRe/CRIDA will be assessed, considering its contribution to process improvement, operational efficiency, safety, environmental impact, or any other key aspects for the organization, in the short or long term. The extent to which the proposal can generate tangible benefits or drive innovation within the organization will also be evaluated.
- **TECHNICAL CAPABILITY OF THE PARTICIPANT (10 POINTS):** The participant's technical capability will be assessed based on the information provided about their organizational structure, team size, role definition, and profiles of all team members. The team's talent and areas of expertise must be clearly demonstrated. To preserve

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anonymity, no personal or company names may be included in this section; instead, roles, positions, and generic functions must be used.

- **PARTICIPANT'S EXPERIENCE (10 POINTS):** Experience on innovation programs, key achievements, major clients, developed or ongoing projects, secured funding, and other relevant information to understand the participant's experience will be positively evaluated.
- **BUSINESS MODEL (10 POINTS):** A well-defined strategy demonstrating the technical and economic feasibility of the proposal, its sustainability, and its scalability will be assessed. The business model's value proposition, monetization, and growth potential will be considered.

The Jury, assisted by the Technical Secretariat, will record the evaluations and rankings of the proposals in a signed report. This report will include the merits of each proposal along with any comments. If necessary, it will indicate any clarifications that must be addressed during Phase 2. This report will be submitted to the CRIDA Contracting Authority, which will register it and initiate Phase 2.

Proposals that receive less than 65 points will be excluded from the process and will not advance to Phase 2.

CRIDA, with the assistance of the Technical Secretariat, will manage the transition to Phase 2 for the selected proposals. If necessary, participants advancing to Phase 2 may be formally invited and required by the Jury to provide additional information and address any questions that may arise.

10.1.2 Phase 2: Final Selection

In this phase, the Jury will be responsible for making the final selection of the winning proposal. The evaluation criteria will be further refined, placing greater emphasis on the feasibility of implementing a pilot project or prototype. Since it is assumed that at this stage, proposals have already demonstrated alignment with the challenge, the criterion "Adaptation to the Challenge" will not be explicitly evaluated but will be incorporated into the "Proposal Content" criterion.

The evaluation criteria for Phase 2 will be:

- PROPOSAL CONTENT (20 POINTS).
- IMPACT (20 POINTS).
- TECHNICAL CAPABILITY OF THE PARTICIPANT (20 POINTS).

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- PARTICIPANT'S EXPERIENCE (20 POINTS).
- BUSINESS MODEL (20 POINTS).

Once the winning proposal is selected by the Jury, CRIDA will formally communicate the decision through the Technical Secretariat, initiating the acceleration phase.

The Jury, assisted by the Technical Secretariat, will document the evaluations and rankings in a signed report, considering the merits of each proposal along with any relevant comments. Any aspects requiring clarification will be included in this report, which will be submitted to the CRIDA Contracting Authority.

In both Phase 1 and Phase 2, the Jury will receive all proposals fully anonymized, ensuring that the identities of the submitting individuals or companies remain unknown. Proposals that fail to maintain anonymity will be excluded.

CRIDA will not provide specific information about this phase beyond what is publicly available on:

<https://aceleradora.enaireopeninnovation.com/>(Official Competition Website).

<https://contrataciones.crida.es/>(CRIDA's Contracting Profile).

<https://contrataciondelestado.es/>(Public Sector Contracts Platform).

For inquiries or questions regarding the selection process, participants must use the communication channels specified in this document.

10.2 Presentation of Proposals During Phase 2

CRIDA, through the Technical Secretariat, will notify the selected participants in Phase 2 of the date, time, and location (online meeting) where they must connect for their session. These sessions will allow selected participants to present their project proposals and answer any questions raised by the Jury in the evaluation report, to clarify any aspects of the proposals and provide any additional information required for assessment in Phase 2.

To ensure full transparency, participants will be asked to approve the recording of the meeting. If a participant refuses to be recorded, the Technical Secretariat will document the session in writing.

The only attendees at these teleconference sessions will be:

- Jury members.
- Technical Secretariat members.
- Proposal representatives (maximum of 3 representatives, including the Project Coordinator).

Session duration: Maximum of 60 minutes per proposal.

During these sessions, the Jury may request any clarifications deemed necessary, provided they are related to the submitted proposal.

Proposals must remain anonymous during these sessions. The Technical Secretariat will provide instructions to ensure anonymity, such as:

- Using templates without logos or identifying marks.
- Keeping cameras turned off.
- Failure to comply with anonymity requirements will result in disqualification from the competition.

11. Anonymity of Competition Proposals

Participants in this Project Competition must submit their proposals anonymized, as described in Section 7 of these Terms and Conditions.

By submitting a proposal, participants agree not to disclose its content, either personally or through any member of their team, before the Jury's decision is announced. This is to guarantee anonymity and preserve the objectivity of the Competition. Failure to comply with this commitment will result in immediate disqualification.

Participants must not communicate with Jury members regarding the Competition.

All communications during the Competition must preserve anonymity. Any proposals violating this requirement will be excluded.

12. The Jury

The Jury will be formed in accordance with Article 187 of the LCSP and as described in previous sections of these Terms and Conditions. It will be responsible for evaluating and ranking the proposals to determine the most suitable ones based on the assessment criteria outlined in these Competition Terms.

12.1 Composition of the Jury

The Jury will be composed of experts from CRIDA and ENAIRe specializing in air traffic management and will have the following structure:

- Chairperson.
- Secretary.
- Three (3) Voting Members.

12.2 Responsibilities of the Jury

The Jury will be responsible for:

- Analysing the submitted documentation and confirming the final acceptance of proposals.
- Evaluating and ranking the proposals based on the selection criteria.
- Ensuring strict anonymity during the evaluation process.
- Documenting the exclusion of ineligible proposals, providing a reasoned report for each exclusion.
- Preparing the final decision report, outlining the reasons for selecting the winning proposal.

12.3 Functioning of the Jury

The Jury will be convened by the Chairperson or a designated representative for its constitution, evaluation of proposals, and decision-making. A quorum of two-thirds of its members is required for the Jury to be validly constituted and to perform its functions. The presence of the Chairperson, Secretary, and at least one Voting Member is mandatory for the Jury's constitution.

Decisions will be made by simple majority, with the Chairperson having the casting vote in the event of a tie.

At the Jury's first session, all members must declare the absence of conflicts of interest as per LCSP regulations. If a conflict exists, the affected Jury member must step down, and a replacement will be appointed.

For each Jury session, the Secretary will draft a formal report documenting:

- Attendees.
- Agenda of the meeting.
- Discussion points and deliberations.
- Final decisions made.
- Any dissenting votes with individual explanations.

Until the final decision is reached, Jury members must maintain confidentiality and must not disclose any information obtained during their deliberations.

12.4 Procedure for Deliberation, Voting, and Decision Announcement

In accordance with Article 187.1 of the LCSP, the Contracting Committee will not intervene in the evaluation process. Any administrative functions not assigned specifically to the Jury will be performed by the Contracting Authority of CRIDA or a designated company.

Once the submission period for both Phase 1 and Phase 2 has closed, the list of participants will be published on:

<https://aceleradora.enaireopeninnovation.com/> (Official Competition Website).

<https://contrataciones.crida.es/> (CRIDA's Contracting Profile).

The Jury, once validly constituted, will proceed with the evaluation and ranking process based on the selection criteria outlined in these Terms and Conditions.

The winning proposals will be those that receive the highest scores in Phase 2.

No Jury member may abstain from voting .

The Jury's final decision will be recorded in a formal report, justifying the selection of the winning proposal based on its merits.

The Jury's decision will be announced within 45 days after the proposal submission deadline. If the number of submissions makes it impossible to meet this deadline, a new deadline will be announced on the competition's official platforms.

The final decision of the Jury will be officially communicated to participants via the Competition website.

13. Legal Framework

This Project Competition will be conducted in accordance with the provisions of:

- Law 9/2017, of November 8, on Public Sector Contracts (LCSP).
- EU Directives 2014/23/EU and 2014/24/EU of February 26.

Any disputes related to these Terms and Conditions that involve appealable actions may be subject to a special appeal in public procurement matters before the Central Administrative Tribunal for Contractual Appeals (TACRC), in accordance with Articles 44 and following of the LCSP.

By accepting these Terms and Conditions, participants expressly submit to the jurisdiction of the Courts and Tribunals of Madrid for any disputes arising directly or indirectly from this Competition, expressly waiving any other jurisdiction that might otherwise apply.

14. Conditions of Participation

As a general rule, the following may participate in this Competition, either directly or through duly authorized representatives: natural or legal persons, Spanish or foreign, who, in accordance with the provisions of Articles 65 to 70 of the LCSP (Public Sector Contracts Law), have full legal capacity, are not subject to any prohibitions on contracting established in Article 71 of the said Law, both at the time of the submission deadline and at the moment of the final decision of the Competition, and who provide the required administrative, technical, and professional documentation.

Entities and individuals prohibited from contracting include those falling under any of the following circumstances:

a) Having been convicted by a final judgment for offenses related to terrorism, formation or integration of a criminal organization or group, illicit association, illegal financing of political parties, human trafficking, corruption in business, influence peddling, bribery, fraud, tax evasion, crimes against workers' rights, embezzlement, misappropriation, illicit negotiations by public officials, money laundering, crimes related to urban planning, environmental protection, or historical heritage protection, or having been sentenced to a special disqualification penalty for the exercise of a profession, trade, industry, or commerce.

The prohibition extends to legal entities that have been declared criminally responsible, and also to those whose administrators or representatives, either de facto or de jure, are still in office or have been until their cessation, and who are involved in any of the situations mentioned in this section.

b) Having been firmly sanctioned for a serious professional misconduct that questions their integrity, such as market discipline violations, competition distortion, labour integration violations, equal opportunity violations, discrimination against people with disabilities, or immigration-related offenses, in accordance with current regulations; or for a very serious environmental infraction, or for a very serious labour or social infraction, as stipulated in Royal Legislative Decree 5/2000, of August 4, which approves the Consolidated Text of the Law on Infractions and Sanctions in the Social Order. Additionally, serious infractions under Article 22.2 of the mentioned text will also be considered grounds for exclusion.

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c) Having requested voluntary bankruptcy, having been declared insolvent in any legal proceeding, having been declared bankrupt, unless a settlement agreement has been validated or an out-of-court payment arrangement has been initiated, being subject to judicial intervention, or having been disqualified under Law 22/2003, of July 9, on Bankruptcy, without having completed the disqualification period established in the bankruptcy ruling.

d) Not being up to date with tax and social security obligations, as required by current regulations. Additionally:

- Companies with 50 or more employees must ensure that at least 2% of their workforce consists of employees with disabilities, in accordance with Article 42 of Royal Legislative Decree 1/2013, of November 29, which approves the General Law on the Rights of Persons with Disabilities and their Social Inclusion.
- Companies with more than 250 employees must have an equality plan in place, as required by Article 45 of Organic Law 3/2007, of March 22, for the Equality of Women and Men.

An entity will be considered compliant with its tax and social security obligations if its debts are deferred, split, or officially suspended due to a formal dispute over the owed amounts.

Proof of compliance with the 2% disability employment quota and the equality plan requirement must be provided through a responsible declaration under Article 140 of the LCSP. However, the Council of Ministers may establish an alternative form of accreditation, such as:

A certificate issued by the relevant administrative authority (valid for at least six months), or Certification from the Contractor Registry, if the information is recorded there.

e) Providing false information in the responsible declaration required under Article 140 of the LCSP, or in any other documentation related to their legal capacity and financial solvency, or failing to disclose required information under Articles 82.4 and 343.1 of the LCSP.

f) Being subject to a contracting ban due to a firm administrative sanction, in accordance with:

- Law 38/2003, of November 17, General on Subsidies.
- Law 58/2003, of December 17, General Tax Law.

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This prohibition will cease to apply once the Contracting Authority verifies that the entity has paid its outstanding obligations or has entered into a binding agreement to settle its debts, including any accrued interest or fines.

g) Being personally or through company administrators in any of the incompatibility cases specified under:

- Law 3/2015, of March 30, regulating the exercise of senior public office in the General State Administration,
- The relevant regulations of the Autonomous Communities,
- Law 53/1984, of December 26, on Incompatibilities of Public Administration Personnel, or
- Organic Law 5/1985, of June 19, on the General Electoral Regime.

The prohibition applies to companies in which individuals affected by these laws have a significant capital interest and extends to their spouses, common-law partners, direct ascendants and descendants, as well as second-degree relatives by blood or marriage, whenever a conflict of interest arises with the Contracting Authority or its delegated bodies.

h) Hiring individuals listed in the Official State Gazette (BOE) as violating Article 15.1 of Law 3/2015, for having moved to the private sector after holding public office with direct relevance to the company's activities.

The prohibition will last up to two years from the date the individual left public office. Additional Exclusion Criteria under Article 73 of the LCSP.

In addition to the mentioned prohibitions, the following circumstances will prevent companies from contracting with CRIDA:

a) Withdrawing a bid or candidacy improperly during an award process or preventing a contract from being awarded by failing to fulfil legal requirements due to fraud, negligence, or misconduct under Article 150.2 of the LCSP.

b) Failing to formalize an awarded contract within the legal deadlines established in Article 153 of the LCSP, for reasons attributable to the contractor.

c) Failing to comply with essential contractual clauses, including special execution conditions defined under Article 202 of the LCSP, when the non-compliance:

- Has been classified in the contract as a serious offense,
- Involves fraud, negligence, or misconduct, and
- Has resulted in penalties or compensation claims.

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d) Being responsible for the termination of any previous public contract due to a breach that was legally declared at fault.

Contracting prohibitions will also apply to companies that are deemed continuations, transformations, mergers, or successors of other companies that have been excluded.

Contracts awarded to ineligible participants will be null and void.

Each participant is responsible for the accuracy of the data provided and assumes full legal responsibility for any controversies related to intellectual and/or industrial property rights violations

14.1. Technical Team

There is no minimum technical team requirement for submitting a proposal to this Project Competition.

However, CRIDA deems it necessary that, in order to ensure the expected quality level of the Project, each participant must have, throughout the entire acceleration phase, at least one of the majority partners or founders acting as the Project Coordinator.

The Project Coordinator will serve as the main point of contact with the representative designated by CRIDA, whose primary responsibility will be to ensure the proper execution of the Project in accordance with these Competition Terms and Conditions, guaranteeing the desired level of quality in the final results.

This Project Coordinator must:

- Be permanently available
- Attend all relevant meetings, whether online or in person

Without prejudice to the above, in the event that a contract is signed with the participant whose idea has been accelerated, ENAIRe/CRIDA reserves the right to require specific profiles for the execution of said contract.

14.2. Human Resources

The winner of the competition is solely responsible for the direction, organization, and control of their personnel, as they operate independently from ENAIRe/CRIDA and maintain autonomous management of their team.

However, to protect the image of ENAIRe/CRIDA, the accelerated participant must adopt all necessary measures to ensure that their personnel perform their duties in full compliance with applicable regulations.

The winner is solely responsible for any violations committed by their personnel, and CRIDA assumes no liability in this regard.

If any complaints or damages arise that are deemed serious, CRIDA reserves the right to take appropriate action to safeguard the integrity of the Competition.

15. Incompatibilities and Duty of Abstention

Without prejudice to the provisions of current legislation, the following individuals cannot participate in the Project Competition, either as owners or as members of teams:

1. Members of the Jury and the authors of the Competition Terms and Conditions.
2. Individuals related to the above by blood kinship up to the fourth degree or by marriage/affinity up to the second degree.
3. Individuals who are associated with or maintain professional service or collaboration relationships with the Jury members or the authors of the Competition Terms and Conditions.
4. Companies in which Jury members or entities participating in the acceleration process hold shares.

16. Withdrawal of the Winner

In the event that, once the acceleration process has begun, the winner decides to withdraw from the program, they will be obliged to reimburse all amounts received up to that moment.

All this is without prejudice to the right reserved by the organization to claim damages arising from such withdrawal.

17. Provisional and Final Guarantee

As this is a project competition without an economic offer or any form of pricing, the provision of a provisional and/or final guarantee is not applicable at any stage of this procedure.

18. Confidentiality and Data Protection

Participants in this Competition must respect the confidential nature of all information they access in connection with the Competition.

Without prior authorization from CRIDA, they may not publish data, documentation, information, news, drawings, graphics, logos, and/or photographs, in any medium, related to the proposals submitted to the Competition, nor authorize third parties to publish them.

Failure to comply with the mentioned obligations is expressly established as grounds for exclusion from the Competition at any stage and, if applicable, termination of the contract.

Regarding the protection of personal data, the provisions of the Twenty-Fifth Additional Provision of the LCSP and related provisions shall apply.

The bidder must identify, in all submitted documentation, any information that should be considered confidential under the provisions of Article 133 of the LCSP and these Terms and Conditions.

19. Exhibition and Publication

Participants grant the necessary rights to film, photograph presentations, and use images of participants and their presentations for communication purposes.

They also authorize the use of the material submitted and obtained during the Competition for the creation and dissemination of newsletters, press releases, social media posts, blogs, etc., for promotional and communication purposes.

ENAIRe/CRIDA may carry out any dissemination they deem appropriate through exhibitions and publications of all, or part of the works submitted to the Competition, citing their source and authorship, except in cases where participants have expressly requested in their participation application to remain anonymous if they are not awarded a prize.

Likewise, ENAIRe/CRIDA may publish all submitted works in digital format under the same conditions established for the exhibition.

**Rules of the Project Competition with Jury Involvement for the ENAIRE Open Innovation Accelerator
(2nd Edition)**

In Madrid, April 1st, 2025

Mr. José Miguel de Pablo Guerrero
General Director