**‘ENTAMA 2023-2024’ Programme**

**EDP programme for the promotion and consolidation of local entrepreneurs**

**Conditions for Participation**

**Oviedo 2023**

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1. **Entama 2023-2024 Programme**

**1.1.** As a result of the work carried out by EDP España (hereinafter, EDPE) with the local communities in which it performs its activity, 4 priority areas of action have been identified, based on the main concerns revealed as relevant: job creation under equal opportunities and inclusion conditions, environment, commitment to the local community, and rural depopulation.

In the scope of Social Investment and commitment to the Local Community to which EDPE is committed, and taking these concerns as reference, EDPE has proposed a Plan of Action to be developed in the different municipalities in which it operates.

For the purpose of addressing the repeated concern related to job creation, the fifth series of the **Entama Programme** has been launched **for the 2023-2024** period.

**1.2.** This Programme is aimed at supporting business initiatives that generate wealth and employment, among other things, in the following municipalities:

* **Asturias**: Municipalities under the Valle del Caudal-Aboño[[1]](#footnote-1) Just Transition Agreement, as well as the other Asturian municipalities considered small-sized rural localities according to the provisions set out by Act 45/2007 of 13 December for the sustainable development of rural areas.
* **Andalusia:** the municipalities under the Puente Nuevo-Valle del Guadiato (Córdoba) Just Transition Agreement and the municipalities under the Los Barrios[[2]](#footnote-2) (Cádiz) Just Transition Agreement.
* Municipalities in **Cantabria and Lugo** that meet the requirements of Act 45/2007 of 13 December for the sustainable development of rural areas, in which EDP performs its activity:

**Lugo:** region of As Mariñas, Lugo Central area, including only the municipalities in the region of Lugo (Friol, Guntín, Outeiro de Rei, and Rábade), the region of Terra Chá, and the Montaña Lucense area, including only the municipalities in the A Fonsagrada and Meira regions.

**Cantabria:** Municipalities with sustainable rural development programmes, specifically, Montaña Occidental, Campoo-Iguña, and Montaña Oriental, identified as rural areas to be revitalised, as well as La Marina Oriental and La Marina Occidental, identified as peri-urban rural areas.

EDP reserves the right to modify and/or extend the municipalities included in the Entama Programme.

**1.3.** This Programme has been allocated funds to be distributed among the projects that are selected by EDPE and according to the amount established by the Assessment Committee for each of them, pursuant to the criteria established in section 7 of these Conditions.

**1.4.** The Entama Programme will be published on the EDPE website: <https://espana.edp.com/es> and on the Programme’s specific website <https://www.comunidadentama.com/>

Likewise, EDPE will disseminate the Programme to the entities, groups, or organisations with which it has a relationship or whose activity is considered especially relevant for the goals of this Programme.

**1.5.** The situations not expressly contained in these Conditions will be assessed and settled by EDPE, no appeal being admitted against these decisions.

**1.6.-** EDPE reserves the right to make any change to these Conditions that helps to improve the achievement of the goals of this Programme. Likewise, EDPE reserves the right to modify, extend, reduce, suspend, or cancel the call for any reason not attributable to the organisation.

**2. Applications**

**2.1.** Natural persons of legal age and/or legal entities lawfully incorporated and duly registered that are not involved in any financial or tax debt claim, default situation, or any other kind of litigation, especially with any entity of the EDP group, may apply to the Entama 2023-2024 Programme.

Those projects provided with public or third-party financing sources that require additional funding may apply to and participate in the Entama Programme.

**2.2.** The activity of the Project must be developed in, and/or directly or indirectly have an impact on, one or several of the municipalities listed in paragraph 1.2.

**2.3.-** Submitting an application involves the full acceptance of these Conditions. Any participant’s failure to meet the conditions established herein entails their automatic exclusion from the Entama Programme and, where appropriate, the obligation to return the economic aid granted by EDPE, where it had been already paid.

**3. Proposals and deadlines**

**3.1** The proposals shall detail the information requested in the application questionnaire in the Private Area of the ENTAMA website (<https://www.comunidadentama.com/>). Once the questionnaire has been completed, applicants shall submit a descriptive report, as detailed as possible, of the project to be undertaken in the specified municipalities, including the contact person who will act as interlocutor with EDPE, the members of the team working on the project and their CV, proof of their technical capacity to execute the project, investment needs, feasibility study, or return expectations, as well as the information that may be deemed necessary with regard to the project.

Each applicant may submit one single project.

Each participant undertakes not to submit proposals created by third parties or in breach of third-parties’ rights (such as, by way of illustration, intellectual property rights, know-how...). They may not use or disclose information that may compromise the confidentiality or secrecy obligation they had assumed by virtue of employment contracts, business contracts, non-disclosure agreements, or similar agreements entered into with third parties.

EDPE may collect as much additional information and documentation as it may deem necessary in order to study and assess the project, including, where appropriate, an onsite visit to the existing and/or planned facilities.

**3.2** Proposals must be preferentially submitted via the private area of the ENTAMA website (<https://www.comunidadentama.com/>) and, on an exceptional basis, digital applications sent to the address specified below will be accepted:

sostenibilidad@edp.com

The subject must specify: Application for Entama 2023-2024 Programme | *name of the project*.

**3.3.** The following projects will not be accepted:
3.3.1. Those submitted after the deadline.

3.3.2. Projects of a nature not related to the main goal of the Programme, namely, to generate employment and wealth in the municipalities specified in section 1.2.

3.3.3. Projects in breach of third parties’ rights to privacy, honour, and self-image, or that contain, by way of illustration but not by way of limitation, contents that are defamatory or discriminatory, or which go against the law, morals, and/or public order.

3.3.4. Those that do not meet the requirements established in these Conditions.

**4. Duration and terms of the Programme**

The Entama Programme will have the following terms for application, selection, communication of results, and signing of the Collaboration Agreement by the selected applicants:

|  |  |
| --- | --- |
| **Applications and submitting of projects** | Until 7 September 2023 |
| **Selection of projects** | Until 20 October 2023 |
| **Communication of results** | Until 24 November 2023 |
| **Signing of the Collaboration Agreement** | Until 29 December 2023 |

These dates may be delayed or modified subject to EDPE’s criterion, in which case, such changes will be published on the EDPE website and will be communicated via email to those applicants that had already submitted a project to the selection process.

The selected projects will be developed in year 2024:

|  |  |
| --- | --- |
| **Start date of the programme** | 1 January 2024 |
| **End date of the programme** | 31 December 2024 |

**5. Financial support for the selected projects**

**5.1.** EDPE will fund the selected projects up to a maximum limit of 20,000 euros per project.

The inclusion of the following cross-cutting elements in the proposal will be positively considered:

* Creation of direct or indirect jobs:
	+ In the municipal areas specified in section 1.2.
	+ Under equal opportunities and inclusion conditions, favouring the integration of women, long-term unemployed, and/or people over 55 into the labour market.
* Contracting of local suppliers from the area in which the activity is going to be implemented.
* Promotion of the development of the municipality and fight against depopulation.

The applicants shall prove that they have sufficient funding to undertake the part of the project exceeding the contribution made, where appropriate, by EDPE. For the foregoing purposes, both in the case of further financing in addition to EDPE’s and in the case of personal financing from the entrepreneur/applicant, whether in cash or in kind, due supporting evidence shall be submitted.

**5.2.** The financial support paid by EDPE to the project will be divided in three quarterly tranches:

* 50% within the 30 days following the signing of the Collaboration Agreement established in section 4.
* 40% upon the submitting of the second quarterly financial report pursuant to sections 8.a) and b).
* the remaining 10% at the end of the programme.

The last two payments will be subject to the satisfactory results of the analysis and monitoring of the project carried out by EDPE.

**6. The Assessment Committee**

**6.1.** The selection of the applications will fall on an Assessment Committee made up by at least 5 members, designated among the professionals of the EDP Group, from different specialised fields, who shall be renowned and have experience in the analysis and study of projects of the relevant type.

**6.2.** The Assessment Committee may decide not to select any project where the received applications do not meet the requirements of these Conditions, where the Projects are not sufficiently satisfactory to attain the Programme’s goals, where they do not reach the desired quality level, where they are not considered a priority, or where the cost thereof is not proportional to the expected profits.

**6.3.** The Assessment Committee’s decisions will not admit any complaint or appeal.

**7. Project Selection Process**

**7.1.** The number of projects selected to participate in the Programme may vary depending on their characteristics, although the funding contributed by EDPE to all of them may not exceed, in any case, the amount of funds established in section 1.3.

**7.2.** The panel will select the projects that will participate in the Entama Programme, taking

into consideration the following aspects, among others, as guiding criteria for their decision:

1. Economic feasibility.

Projects will be analysed based on the budget level, assessing their consistency between the total cost, the requested funding, and the expected results.

1. Sustainability.

Positive consideration will be given to the projects that are able to cause effective and long-lasting changes, that is, which can ensure their continuity after EDPE’s financial support, by means of additional funding, autonomous generation of revenues, or skill-building, among other elements.

1. Business expansion prospects. Projects that have the potential to grow and the possibility to be adapted to other geographical areas will be positively assessed.
2. Cross-cutting elements: Positive consideration will be given to the projects that prove to be able to effectively include one or several of the cross-cutting elements established in these Conditions, mainly:

- Women-led projects and/or projects that have a high female employability potential.

- Projects promoting self-employment or the employability of long-term unemployed and/or people over 55.

**7.3.** All applicants will be informed, via email, about the final decision of the Assessment Committee. In the event a public act is organised for the disclosure of the selected projects, applicants must be informed with sufficient notice.

The Assessment Committee will prepare a list of alternate projects that may replace any selected project that leaves the Programme.

**8. Collaboration Agreement: Obligations of the selected projects**

**8.1.** EDPE will sign a Collaboration Agreement with the holders of the selected projects, hereinafter, ‘the Agreement,’ containing the rights and obligations of each party.

By way of illustration, the natural persons or legal entities that are the holders of the selected projects shall:

1. Use EDPE’s financial support exclusively for the implementation of the selected project, subject to the terms and conditions that may be established, being bound to provide documentary evidence of these circumstances to EDPE.
2. Submit to EDPE the quarterly financial report in order to be monitored during the period in which it receives the funds from the Entama Programme.
3. Provide proof, before the start of the activity, that it is up to date as regards the payment of the tax and Social Security obligations.
4. Provide proof of the applicant’s domicile or the domicile where the activity is performed in the municipalities mentioned in section 1.2.
5. Obtain, before the start of the activity, all the permits and/or authorisations that may be required for the performance of the activity (environmental, work permits, opening permits, etc.)
6. Contract and allocate the necessary and sufficient human and material resources for the implementation of the project.
7. Observe the principles envisaged by the Code of Ethics of the EDP Group, its environmental, biodiversity protection, and occupational health and safety management policies, as well as the integrity and anti-corruption policy.
8. Not carry out any action that may damage EDPE’s image.
9. Include an express mention of the financial support received from EDPE under the Entama 2023-2024 Programme in all the documentation, advertising material, or publications that may be prepared for public dissemination, submitting it to EDPE’s prior approval.
10. Authorise EDPE to:
* Conduct communication campaigns and/or spread the granted financial support and the results obtained upon the conclusion of the project.
* Carry out assistance and project monitoring actions.
1. Meet and enforce the current regulations that may apply from time to time.
2. Be directly and exclusively liable for the damages that may be resulted as a consequence of the implementation of the Project, regardless of their nature, and holding EDPE harmless, in any case.
3. Underwrite the necessary insurance policies (third party liability, car insurance, etc.) covering the risks derived from the activity to be performed.

**8.2.-** The start date of the project shall be established no later than three months from the signing of the Collaboration Agreement.

**8.3.-** The relationship between the parties does not involve any employment relationship between EDPE and the entrepreneur and/or their employees.

**8.4.-** In the event the project is not implemented, whether partially or totally, and/or the conditions established in the Agreement are not met, EDPE will be entitled to be refunded, within the set term, the financial support paid to the holder of the Project, without prejudice to any other right it may be entitled to.

Additionally, in those cases, the holder of the Project will be declared ineligible to participate in any other competition or programme promoted by EDPE.

**9. Confidentiality**

All the documentation provided by the participants in this competition will be considered confidential by EDPE during the proposal receipt, assessment, and selection process.

Applicants authorise the disclosure of the names and general characteristics of the initiatives and projects submitted in the framework of the actions of this Programme, as well as any potential interviews before or after the selection of the selected projects.

By submitting their application, the holders of the projects authorise the disclosure of their names and the initiatives they submit, as well as the general characteristics thereof. Likewise, the selected projects may be disseminated in the communications made by EDPE for informative or educational purposes, on written, video, digital media, etc. without receiving any consideration.

The applicants undertake to process any correspondence, documentation, reports, and results produced during the selection process, and, where appropriate, during their participation in the Entama Programme, on a strictly confidential basis, and they may not use such information for any purpose other than those envisaged by these Conditions.

**10. Personal data**

The controller of the mentioned data is the company EDP España, S.A.U, with registered office for these purposes in Plaza de la Gesta, 2, 33007 Oviedo.

In accordance with the current data protection regulation, EDPE will process the mentioned data for the purpose of, in the scope of the Entama Programme, identifying the holders of the project, verifying the compliance with the requirements of the application for the financial support envisaged by the Programme, selecting the projects that will receive such financial support, and managing them in a comprehensive way, including the monitoring of the selected projects, during the entire term of the Entama Programme (2023-2024).

The personal data provided by the holders of the projects selected to participate in the Entama Programme will be also used for communication and dissemination actions carried out by the EDP Group and for as long as they participate in the Entama Programme.

The legal basis for the processing of these data is consent.

The processing of the personal data of the holders of the projects may be performed by EDP through companies or persons to whom the purposes established by EDP may have been entrusted, and in compliance with the instructions given by EDP, rigorously meeting the legal rules on personal data protection, information security, and other applicable rules.

The personal data may be disclosed to Public Organisations or Authorities in compliance with a legal obligation.

The data controller implements appropriate technical and organisational measures to protect the personal data of the data subjects, including the use of secure servers, firewalls, and the encoding of application and communication data.

The applicants may, at any time and on a free basis, exercise their rights of access, correction, objection, deletion, restriction, and portability of data; to this end, they shall send a written request to the electronic address comunicacionesrgpd@edpenergia.es or a letter to EDP Plaza de la Gesta, 2, 33007, Oviedo, attaching a copy of their National Identity Document and specifying the reference ‘Entama Programme data’. Likewise, they may contact EDP’s Data Protection Officer at the following mail address: Plaza de la Gesta, 2, 33007, Oviedo, or at the email dpd.es@edpenergia.es, if they deem that EDP may have breached the rights to which they are entitled in accordance with the provisions of the applicable data protection laws, or, where appropriate, they may lodge a complaint before the Spanish Data Protection Agency (AEPD).

The provided personal data will be used as specified by and subject to the restrictions and rights contained in the General Data Protection Regulation (UE 2016/679) and its implementing regulation, implementing, from the start of the processing, the appropriate organisational and security measures to guarantee the integrity and confidentiality of the personal data.

The personal data may be retained for the period in which their application is managed in order to benefit from the Entama Programme financial support, as well as for the monitoring that may be carried out for the entire duration of the Entama Programme where the project is selected. Such duration may be extended during the limitation period of the corresponding legal actions, and data shall be blocked during such limitation period. Once such period has elapsed, the data will be deleted.

**11. Integrity and Corruption, Money Laundering, and Terrorism Financing Prevention Policy**

11.1.- The EDP Group’s actions are guided by high ethical, business integrity, and social awareness and responsibility standards, as well as by the strict observance of the current laws and regulations. The Group companies, their employees, and their partners will not tolerate any conduct that compromises these market positioning principles.

11.2.- The participants in the Entama Programme shall act, in the performance of their activity and during their participation in the Entama Programme, in strict compliance with the ethical, business integrity, and social awareness and responsibility standards, and in strict observance of the current laws and regulations, particularly, those regulating the fight against money laundering and terrorism financing, adopting the appropriate mechanisms on integrity and corruption prevention matters. In accordance with the foregoing, they may not promise or offer, directly or indirectly, undue advantages to third parties, or request, promote, or accept, to their own benefit or to the benefit of third parties, undue advantages in order to obtain a favourable outcome, being bound to establish and implement the appropriate procedures and measures required for such purpose. Likewise, they shall act in strict compliance with the Integrity Policy of the EDP Group, available on [https://espana.edp.com/es/politicas-de-compliance,](https://espana.edp.com/es/politicas-de-compliance%2C) which they must know and bring to the knowledge of their employees, partners, managers, collaborators, and any other third party which may be affected thereby.

11.3.- For the purposes provided in the Integrity Policy of the EDP Group, regarding corruption prevention and fight against money laundering, the Participants in the Entama Programme shall provide the identification details and any other information and/or documents that may be required in order to meet any reasonable requirement relating the control procedures and mechanisms on integrity and corruption prevention matters developed by the EDP Group, as well as to prove the veracity and validity of their content, including the source and the purpose of the funds associated with the implementation of the project. Such information may be requested during the participant selection process and, once such process has been completed, it may be updated on a regular basis for as long as they participate in the Entama Programme.

As a consequence of the foregoing, the participation in the Entama Programme necessarily involves the authorisation to collect and store information related to the Participants, their activity, and their project with regard to integrity and corruption prevention matters, since the start of the selection process.

Should any non-compliance with the Integrity Policy of the EDP Group or with the current regulations be derived from the information or documentation provided by the participants in the Programme, their participation in the Programme may be suspended and the Collaboration Agreement may be terminated, where appropriate. The participants’ failure to provide the information/documentation requested on integrity and corruption prevention, money laundering, or terrorism financing matters will have the same consequences, and the same will apply if they provide incomplete information.

Likewise, the participant’s involvement or attempted involvement in one or several operations considered to be against the integrity policy of the EDP Group will entail their exclusion from the Entama Programme and the termination of the Collaboration Agreement.

1. These Conditions are available to be consulted on the EDPE website: https://espana.edp.com/es and on the Programme’s specific website: <https://www.comunidadentama.com/>

Any aspect not envisaged by these Conditions, or any doubt about the interpretation thereof, will be settled by the Programme organisers at their own discretion.

1. These general conditions will be construed according to the Spanish laws.
1. Gijón excluded [↑](#footnote-ref-1)
2. Algeciras excluded [↑](#footnote-ref-2)