

SPONSORSHIP AGREEMENT (“Agreement, agreement or contract”)

BETWEEN FUNDACIÓN PÚBLICA ANDALUZA PARA LA GESTIÓN DE LA INVESTIGACIÓN EN SALUD DE SEVILLA [THE ANDALUSIAN PUBLIC FOUNDATION FOR HEALTH RESEARCH MANAGEMENT IN SEVILLE] (FISEVI) AND NEW ENGLAND BIOLABS, INC.

Made in Seville this 18TH day of August 2022

BETWEEN

Jose Cañón Campos, holder of ID [REDACTED], acting herein for and on behalf of the **Andalusian Public Foundation for Health Research Management in Seville** – hereinafter **FISEVI**, in her capacity as Managing Director of the Foundation, by virtue of the powers conferred upon her by means of a Power of [REDACTED]. The company’s CIF [REDACTED] and its registered office is in Seville, in the headquarters of Virgen del Rocio University Hospital, Av. Manuel Siurot s/n (PC41013).

And Dr. Thomas C. Evans, Jr., [REDACTED] for and on behalf of the entity **NEW ENGLAND BIOLABS, INC.** -hereinafter called the **Sponsor/sponsor-**, in his capacity as Executive Director of Research. The entity, has its registered office [REDACTED]

The parties hereto acknowledge each other to have sufficient legal capacity to enter into this Agreement of Cooperation in activities of general interest, and for this purpose and as a basic background for this transaction they state the following:

WHEREAS

I.- FISEVI is a non-profit organization of the public sector of the Andalusian Autonomous Government pursuant to Section 55 of Act 10/2005, of 31 May, about Foundations of the Andalusian Autonomous Government, and whose assets are subject, on a long-term basis, to teaching and scientific research development and technological development in Health Sciences.

FISEVI has its own legal personality and full legal capacity to act. It was incorporated on a permanent basis for an indefinite period of time and is governed by its Articles of Association and such laws and regulations as may apply, and especially by Act 10/2005, of 31 May, about Foundations of the Andalusian Autonomous Government, Act 50/2002, of 26 December, about Foundations, Decree 32/2008, of 5 February, adopting the Foundation Regulations of the Andalusian Autonomous Community, and such other additional or similar rules or provisions as may apply.

II.- WHEREAS the purpose of FISEM is to promote and carry out high quality biomedical research in Andalusia, as well as to promote and develop innovations in healthcare technologies, teaching and health services management, it therefore considers it appropriate and beneficial to count on any sponsorship and cooperation from organizations and entities both of a public and private nature.

According to Article 5 of its Articles of Association, for the attainment and development of its foundational purpose, FISEM can carry out such actions as may be direct or indirectly conducive to this purpose.

III.- WHEREAS FISEM is registered with the Foundation Registry, Section One F ` Teaching, Scientific and Development Foundations´ under number SE/621 and meets the necessary requirements to be included in and benefit from the patronage scheme provided for in Section 16 of Act 49/2002, of 23 December about the Tax System for Non-profit Organizations and Patronage Tax Incentives.

IV.- WHEREAS FISEM is the beneficiary and responsible entity for the management of the research funds for the public health centers and institutions in the province of Seville, including the Instituto de Biomedicina de Sevilla -IBIS –hereinafter called the **Centre**.

V.- WHEREAS FISEM is interested in encouraging the performance of scientific and training projects, in compliance with its foundational purpose, and it therefore considers it appropriate and beneficial to count on any sponsorship which it may be offered for this purpose from organizations and entities both of a public and private nature.

VI.- WHEREAS the Sponsor is a life science company interested in supporting activities of general interest to FISEM.

Now, THEREFORE, in consideration of the foregoing premises, the parties hereto agree as follows

TERMS AND CONDITIONS

FIRST.- PURPOSE

The purpose of this Agreement is to set forth the general terms and conditions governing the **economic contribution** to be made to FISEM by the Sponsor, allocated to support the activities included in its foundational purpose and, in this particular case, to the development of the FEBS-IUBMB-ENABLE “1st International Molecular Biosciences PhD & Postdoc” which has all the necessary administrative authorizations from the Centre.

SECOND.- SPONSORSHIP PACKAGE

As a consideration for its contribution to the event, FISEM grants the sponsor Access to the Job Fair.

THIRD.- ECONOMIC CONTRIBUTION

The Sponsor shall make available to FISEM the amount of **THREE HUNDRED AND FIFTEEN US DOLLAR** (\$315 USD) to be allocated to the purpose herein specified in Clause 1 above,

FOURTH.- PAYMENTS

FISEM will issue an invoice to [REDACTED] with a copy to [REDACTED] for the sum established on the THIRD TERM payable pursuant to Sponsor's payment practices.

FIFTH.- GOOD PRACTICES

The execution of this Agreement does not imply in any way that the Center, any of its members and/or employees and/or collaborators, should promote or prescribe the products of the entity.

SIXTH.- TRANSPARENCY

In conformity with the obligation regarding "transparency" applicable to FISEM by virtue of the Law 1/2014, 24 June on "Public Transparency in Andalucía", the present contract will be published to allow citizens and the society in general to have access to transparency of the activity, functioning and control measures of FISEM. Being also the principles of personal data protection applicable, the publicity will proceed without indication of the personal data.

SEVENTH.- PROTECTION OF PERSONAL DATA

FISEM, in compliance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, establishes that the processing of personal data derived from this agreement is subject to the provisions of current legal regulations, according to which:

The personal data that you provide us will be used for its treatment for the purpose of management derived from the agreement, the execution of the obligations arising from it and contact, if necessary, for the adequate relationship of the parties, being stored for the necessary time to comply with the stipulated legal obligations.

The legal basis for the processing of your data is the execution of what is stipulated in this agreement.

Personal data will not be transferred to third parties, unless it is provided in a legal obligation.

The person responsible for the processing of your personal data is the Andalusian Public Foundation for Health Research of Seville, whose address is Avenida Manuel Siurot s/n, Edificio Laboratorios Planta Sexta, 41013, Seville.

The signatories may contact the Data Protection Delegate at the following email address
[REDACTED].

They may exercise their rights of access, rectification, deletion of their personal data, or the limitation or opposition to their treatment, as well as the portability of their data, by requesting it in writing, with a copy of their personal ID, to the Andalusian Public Foundation for the Health Research of Seville, with address at Avenida Manuel Siurot s/n Edificio Laboratorios Planta Sexta, 41013, or by email
[REDACTED].

EIGHTH.- CONFLICT RESOLUTION

To solve any discrepancy or dispute which may not be solved with agreements reached between the parties hereto, they expressly renounce any jurisdiction to which they may belong and agree to be subject to the jurisdiction of the Courts and Tribunals of Seville.

In witness whereof, the parties hereto sign hereunto this Agreement of Cooperation in activities of general interest, in triplicate, and for a sole purpose, at the place and on the date aforesaid.

**FUNDACIÓN PÚBLICA ANDALUZA
PARA LA GESTIÓN DE LA INVESTIGACIÓN
EN SALUD DE SEVILLA**

NEW ENGLAND BIOLABS, INC.

