

Fundación Pública Andaluza para la Gestión de la Investigación en Salud de Sevilla

#### **SPONSORSHIP AGREEMENT**

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 THE COMPANY OF BIOLOGISTS

Made in Seville this 9th day of February 2023

#### **BETWEEN**

Jose Cañón Campos, holder of ID	acting herein for and on behalf of	of the <b>Andalusian</b>
Public Foundation for Health Research Man	agement in Seville - hereinafter FISEVI,	in her capacity as
Managing Director of the Foundation, by virtue	e of the powers conferred upon her my me	ans of a Power of
Attorney granted		
	. The company´s CIF [VAT] i	is and
its registered office is in Seville, in the headq	uarters of Virgen del Rocio University Ho	spital, Av. Manuel
Siurot s/n (PC 41013).		
And Jitske de Vries, holder of ID n/a, for and	on behalf of the entity <b>THE COMPANY</b>	OF BIOLOGISTS -
hereinafter called the <b>Sponsor</b> -, in her capac	city as Marketing Manager by virtue of a F	ower of Attorney
granted		
	. The entity, with CIF	has its
registered office in		<del>_</del>

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



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Andalusian Autonomous Community, and such other additional or similar rules or provisions as may apply.

II.- WHEREAS the purpose of FISEVI 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, FISEVI can carry out such actions as may be direct or indirectly conducive to this purpose.

- III.- WHEREAS FISEVI 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 FISEVI 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 FISEVI 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 not-for-profit publishing company, publisher of Open Access journal Biology Open, interested in carrying out a business collaboration in activities of general interest to FISEVI.

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

TERMS AND CONDITIONS



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#### **FIRST.- PURPOSE**

The purpose of this Agreement is to set forth the general terms and conditions governing the **economic contribution** to be made to FISEVI 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 compensation for its contribution to the event, FISEVI grants the sponsor:

- Thank you email to all participants mentioning the sponsor
- Logo on the Abstract book
- Logo on the website
- Logo on the projection backdrop

#### THIRD.- ECONOMIC CONTRIBUTION

The Sponsor shall make available to FISEVI the amount of **FIVE HUNDRED EUROS** (500,00.-€), , to be allocated to the purpose herein specified in Clause 1 above,

#### **FOURTH.- PAYMENTS**

FISEVI will issue an invoice for the sum established on the THIRD TERM

# **FIFTH.- GOOD PRACTICES**

The execution of this Agreement does not imply in any way that the Center or 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 FISEVI 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 FISEVI. Being also the principles of personal data protection applicable, the publicity will proceed without indication of the personal data.

#### SEVENTH.- PROTECTION OF PERSONAL DATA

FISEVI, 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.



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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

The signatories may contact the Data Protection Delegate at

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

### **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.

