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In Madrid, on ..... , ... 2021.

## BETWEEN

**BANCO BILBAO VIZCAYA ARGENTARIA, S.A.** (hereinafter “**BBVA**”), with CIF (Company Tax Code) A-48265169 and registered office at Plaza San Nicolás 4, Bilbao, represented herein by **Mr. Antonio Ballabriga Torreguitart**, of legal age, with Tax ID number 46.630.526-G and **Ms. Paula Puyoles Barral**, of legal age, with Tax ID number 33.527.977-A, whose address for the purpose of this contract is Calle Azul 4, BBVA City, La Vela, 6th floor, 28050, Madrid, acting under the powers of attorney granted by the Notary of Madrid, Mr. Ramón Corral Beneyto, dated July 23, 2010, with protocol manager number 2.511 and the Notary of Madrid, Mr. José María Madridejos Fernández, dated July 27, 2018, with protocol manager number 2.057, respectively.

And ..... , acting on behalf of ..... , with Tax ID no. .... , in his/her capacity as ..... , in accordance with ..... (hereinafter, the “Entity” or “Organization”).

Both parties mutually acknowledge their legal capacity to sign this document and therefore

## DECLARE THE FOLLOWING

One. - That with goal of promoting research on financial education as an essential component of sustainable economic growth, BBVA, from its Center for Financial Education and Capability, launched on **July 2021** “BBVA EduFin Research Grants 2021” (hereinafter, “BERG”) for researchers, research centers, and research teams with the aim of supporting research projects to promote financial education, implement new solutions and improve people's future.

Two. - That in accordance with the terms and conditions of this call for proposals, attached to this document as Appendix 1 (hereinafter, “Terms and Conditions”), the project entitled “.....” has been selected (hereinafter, the “Project”), whose head researcher is Dr./Dra. .... (hereinafter, the “Researcher”), affiliated with the Department of ..... of .....

Three. - That, having been notified the Researcher or the Entity by BBVA as the winner of one of the grants awarded to undertake the selected Project, BBVA requires that the Entity to which the Researcher is affiliated sign an act of acceptance regulating the commitments arising from the

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acceptance of the grant awarded to undertake the Project, as well as other conditions related to the execution and completion of the Project in compliance with the requirements and the spirit of the Terms and Conditions of the call for proposals.

Four. - That, by virtue of the above, both parties agree to sign this act of acceptance of the grant and the regulation of the conditions for this grant, in accordance with the following

## CLAUSES

### **One. - OBJECT AND PURPOSE**

The purpose of this document is to regulate the grant awarded by BBVA to carry out the research Project entitled “.....”, in accordance with the application attached to form presenting the Project signed by the lead researcher, Dr./Dra. ...., affiliated with the Entity’s..... Department.

The Entity declares that the Project is original and unpublished.

### **Two. - FINANCIAL ASSISTANCE AND METHOD OF PAYMENT**

The financial assistance awarded by BBVA (hereinafter, the “Grant”), which should be used exclusively to funding the Project, amounts to a gross maximum total of [TEN THOUSAND EUROS (€10,000) / FIVE THOUSAND EUROS (€5,000)]. The above gross amount includes all applicable fees and taxes in accordance with the nature of the project and applicable legislation currently in force.

The financial assistance will be paid in two installments:

- a. 50% of the total maximum amount upon signature of this document
- b. The remaining 50% subject to the delivery of the final paper before December 31, 2022 (hereinafter, the “Paper”).

The payment of each of the contributions will be made by bank transfer to account number..... held by ... and opened under the name of ....., upon receipt by BBVA of the appropriate invoice, receipt or other document justifying the reception of the amount corresponding to each of the payments in euros, depending on the nature of the Project which is the subject of this financial assistance.

### **Three. - DEADLINE**

The Project must be developed, executed and submitted before **December 31, 2022**.

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However, BBVA reserves the right to terminate this agreement prematurely if the Project is not carried out in accordance with the obligations and responsibilities accepted in the Terms and Conditions.

## **Four. - DEVELOPMENT OF THE PROJECT**

The Project should be developed and executed by the Entity and the Researcher in compliance with the deadlines and conditions established in the report presented when applying for the grant. Any significant modification to the Project or composition of the research team with regard to what was presented and explained in the report should be communicated and explicitly authorized by BBVA.

While conducting the Project, the Entity will comply with all legal obligations that are enforceable when carrying out any actions required executing the Project, being responsible where applicable, for the presentation of any corresponding administrative licenses, permits and applications, as well as for contracting the appropriate human and material resources and provision of services. The Entity will also be exclusively responsible for complying with its tax, social administration and labor obligations and with any obligation arising from the hiring of third parties. BBVA have no relationship of any kind with third parties, and will be exempt from any possible grievance or claim as a result of these contracts and/or activities.

The Entity declares to BBVA in this act that the Researcher will scrupulously comply with any protocols and ethical guidelines, which may be applicable to the Project, and that it holds all the permits and authorizations required for undertaking the Project.

BBVA will be exempt from any complaint and/or liability, which may arise from the Entity not complying with its legal obligations.

## **Five. - SUPERVISION OF THE PROJECT DEVELOPMENT: PROGRESS REPORT AND FINAL RESULTS**

BBVA will be notified of the full cycle of the Project's development and made aware of the Project's objectives during each of the phases of development until it is completed.

Once the Project has been completed, the Researcher will send BBVA the Paper or final report on the Project's scientific development and budget implementation, together with the Project's final results in accordance with the objectives established in the initial report.

The Paper or final report will include justification of the total cost, certified by the Entity where the head Researcher is affiliated.

Reports may be subject to scientific assessment by a committee of experts who may request written clarification, and where appropriate, call meetings with the head Researcher and/or other members of the team to finalize the assessment.

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The assessment of the Paper or final report will take place before **February 28, 2023** and the assessment decision will be provided to the Project's head researcher.

## **Six. - RESULTS AND DISTRIBUTION OF THE PROJECT**

According to the Terms and Conditions, BBVA may eventually publish the contents of the Project for educational/cultural purposes under BBVA's look and feel. To that end, the Entity or Researcher expressly grant BBVA (and any BBVA Group Entities and /or third parties duly authorized by BBVA) the relevant non-exclusive copyright license, including (but not limited to) rights of reproduction, distribution, publication and transformation, through the Center for Financial Education and Capability, Annual Edufin Summit, other similar channels and activities (media appearances, press releases) held by BBVA and through any other digital or paper means, with no time or geographical limits. This use will not entitle the Entity or Researcher to any remuneration or benefit.

With the exception of the previously mentioned authorized use and where it is required for administration, it is understood that the copyright for the Project, documents and any other materials developed with regard to the same will remain, as established in the Terms and Conditions, the property and/or under the control of the Entity and/or the Researcher as appropriate.

In this respect, BBVA is committed to recognizing and at all times and in all places clearly indicating the participation of the research team and its institutional connection with the Entity with the appropriate significance. In return, in all editions, advertising, publication and/or exhibitions, the Entity or the Researcher will clearly and visibly state the support received in the following manner: *"This project has been supported by a grant received in \_\_\_[YEAR] \_\_\_ from The Center for Financial Education and Capability, an initiative by BBVA"*.

In any case, both the Entity and the Researcher will collaborate with BBVA in activities for the distribution of the results achieved in the Project, which they may schedule, by mutual consent.

The Entity hereby authorizes BBVA to use its name and logo/trademark for the above purposes, which in each case the Entity will provide.

The Entity and BBVA agree that any information or documentation, which includes the logo/trademark of the other party, should be authorized in advance, each reserving the right to verify that this use respects corporate requirements regarding identity.

## **Seven. - RECORDINGS AND OTHER MATERIALS. IMAGE RIGHTS.**

Given the characteristics of the BERG call for proposals, related activities that may be held, and events such as the Annual Edufin Summit, BBVA may make audiovisual recordings and photographic reports thereof with the participation of the Researcher during the twelve (12) months period following the submission of the Paper for subsequent publication in media and channels associated with the Center for Financial Education and Capability, the BBVA Group or collaborating entities.

As a result, and in addition to the Terms and Conditions on the processing of the participating

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Researcher's personal data, it is essential for the Entity to obtain prior, written consent from the Researcher for the transfer of any rights for intellectual property, image or any similar rights which may correspond to the recording and photography of his/her participation in the rest of the activities associated with BERG and/or for the subsequent distribution and use of this material prepared by the BBVA. For this purpose, the Entity will refer to the minimum terms and conditions contained in the template document hereby attached as **Appendix 2**, with a commitment to providing BBVA with a copy signed by the Researcher of a document transferring the rights of an identical or superior scope to those contained therein, at least fifteen (15) calendar days before the start of the specific act or event.

## **Eight. – NON-COMPLIANCE**

In case of non-compliance with the obligations accepted by the Entity in this document and/or by the Researcher, BBVA can decide what is appropriate, in accordance with the existing circumstances, which may even involve the cancelation of the grant awarded or demanding the refund of the amount for the grant paid at the time of the non-compliance and/or its resolution.

## **Nine.- ANTI-CORRUPTION AND CODE OF CONDUCT**

The Entity a undertake to comply with and enforce compliance with the provisions regarding anti-corruption and BBVA's Code of Conduct included in section 'Anti-corruption and Code of Conduct' in the Terms and Conditions and expressly ratify the declarations and guarantees contained therein.

In particular, they undertake to notify to BBVA immediately any information that comes to their knowledge by which they have reasonable indications that the Prize has been requested and/or awarded through a fraudulent or criminal act on the part of its directors, managers, employees or third parties acting on behalf of the aforementioned. They shall do the same if they detect a fraudulent or criminal act that refers to the fulfilment of the obligations of each party under this BERG call. Due to the relevance of this event, the Entity accepts that BBVA, if it reasonably consider the participation of a person related to the Entity or the Researcher in the fraudulent or criminal act to be accredited, will terminate in advance any relationship with the latter arising from this BERG call and revoke the Prize, obliging the Entity and/or the Researcher to reimburse the full amount to BBVA.

## **Ten. - PROCESSING PERSONAL DATA**

This paragraph regulates the processing of personal data concerning the representatives signing this document by the Entity and BBVA and the individuals designated for the purposes of notification or for the development and execution thereof;

**a.** Each Party, as responsible for processing, hereby indicates that it will process the following data for the purpose of managing the maintenance, compliance, development, control and execution of the provisions in the present document: (i) personal data (identification details, contact details, signature details and any details in the documentation certifying powers of representation) of the signatories acting on behalf of and as representatives of each Party in this document (hereinafter, the "Signatories"), and (ii) the personal data (identification data and contact details) of any other persons

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that may subsequently be indicated for the purpose of notifications and coordination (hereinafter, "Contact Persons").

b. BBVA, and where appropriate the Entity, will process the Signatories' data for the prevention of money laundering and terrorist financing in order to comply with their obligations to collect information and identify, and provide information on payment transactions to the authorities of other countries, within and outside the European Union, according to the legislation of certain countries and the agreements signed between them.

The Parties will keep data from the Signatories and Contact Persons for the duration of all the activities associated with this BERG call for proposals. Once terminated, the data will be blocked for the legally established term, in general terms, ten (10) years. Once the legal deadline has elapsed, the data will be destroyed.

The Parties will not transfer the personal data of the Signatories and Contact Persons to third parties unless established by the law.

The Signatories and Contact Persons may exercise their right to access, rectify, delete, object to, limit processing and portability by sending an email accompanied by a copy of a document accrediting their identity, to the following addresses: [info.center@bbvaedufin.com](mailto:info.center@bbvaedufin.com) for BBVA and for the Entity in the address indicated in the heading of this document.

Furthermore, if the Signatories and Contact Persons consider that their personal data have not been processed in accordance with data protection regulations, they may contact the Data Protection Officer of the respective Party, if this were the case, at the following addresses: [dpogrupobbva@bbva.com](mailto:dpogrupobbva@bbva.com) for BBVA and for the Entity in the address indicated in the heading of this document. They may also submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

The parties agree to comply with the obligations set out in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, as well as to observe all the obligations derived from said regulations, as well as to keep the strictest confidentiality with respect to any of the information, data and documentation of a personal nature to which they have access by virtue of this document and the duty to keep them, without being able to use them for purposes other than those provided for herein.

Each party assumes the responsibilities that may correspond to it by virtue of the applicable regulations on personal data protection.

## **Eleven. - DISPUTE RESOLUTION**

Any incident and/or event not covered in the Terms and Conditions and/or this document will be notified to BBVA, which may adopt the solution it deems appropriate in accordance with its appraisal of the existing circumstances, taking into consideration the spirit of the Terms and Conditions for the call for proposals. In any case, this document is governed by its clauses. For any circumstances not foreseen herein and in the Terms and Conditions, it is governed by applicable Spanish legislation.

Any dispute, discrepancy, query or complaint arising directly or indirectly from execution or

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interpretation thereof will come under the jurisdiction of the Courts and Tribunals of the city of Madrid, with the Parties expressly renouncing any other jurisdiction that may apply to them at any time.

As proof of their agreement with all the above, and its acceptance by the Entity, the representatives of the parties hereby sign this document and the copy issued on the date and in the place indicated in the heading.

BANCO BILBAO VIZCAYA ARGENTARIA, [Entity]  
S.A. signed  
signed

**D. Antonio Ballabriga Torreguitart** .....

**Dña. Paula Puyoles Barral**

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Appendix 1  
Terms and Conditions

**BBVA EduFin Research Grants 2021  
Terms & Conditions**

**Deadline for Applications: September 24th, 2021 (11:59 pm CEST)**

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## Appendix 2 Assignment of Rights

### **AUTHORIZATION FOR THE TRANSFER OF IMAGE AND INTELLECTUAL PROPERTY RIGHTS**

In Madrid, on XXX, XXX, 202X

**Mr./Mrs.** [\*\*\*] of legal age, **with national ID number** [\*\*\*], in the name and on behalf of BANCO BILBAO VIZCAYA ARGENTARIA, S.A. (hereinafter “BBVA”), with CIF (Company Tax Code) A-48265169 and registered office at Plaza San Nicolás 4, Bilbao (**hereinafter**, the “**Company**”).

**Mr./Mrs.** [\*\*\*] of legal age, **with national ID number** [\*\*\*], **and address for notifications at** [\*\*\*\*\*] (**hereinafter the “Researcher”**)

Hereinafter, the Company and the Researcher will be referred to jointly as the "**Parties**", and each individually as the "**Party**".

#### **THEY DECLARE**

- I. The Company has organized an Event that will take place in ....., on ..... & .., .., entitled .....and consisting of ....., (hereinafter, the “**Event**”).
- II. That the Researcher will participate in the Event as .....
- III. Both Parties, throughout this document,

#### **DECLARE AND CERTIFY**

##### **1. Purpose**

During the participation of the Researcher at the Event, the Company will carry out photographic reports/audiovisual/sound recordings on its own behalf or through third parties, by capturing images, sound, contributions, interpretations and/or performances of the Speaker by means of video, audio or photographic procedures and/or by any other existing technical procedure (the "**Recordings**").

The Company will use the Recordings to promote the Event, carrying out internal and external dissemination activities.

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## **2. Personal Data, Contributions and Materials**

At the Event, the Company will process and capture the following information through the Recordings:

- Name, surname, position, image, voice (hereinafter, the “**Personal Data**”)
- Contribution and presentation (hereinafter, the “**Contributions**”)
- Materials contributed by the User consisting of presentation, videos, photographs.... shown during the presentation (hereinafter, the “**Materials**”)

As indicated in section 1, the Recordings may include both Personal Data, Contributions and Materials.

## **3. Methods of collection**

The Personal Data, Contributions and Materials indicated above will be collected by the Company by recording a video, by photographic means and/or any other existing technical procedure.

## **4. Financial conditions**

There shall be no benefit or remuneration of any kind for the Researcher through the licenses for use and the authorizations granted to the Company under this document.

## **5. License for the use of Materials and Contributions**

The Researcher grants the Company a free non-exclusive user license on the Materials provided and Contributions made while he or she participates in the Event (including the Materials and Contributions that may be viewed in the Recordings), for its internal and external dissemination by the Company, in order to publicize and promote the Event, for the maximum period provided for each right under applicable regulations until their entry in the public domain and for the territory of the entire world. However, the Contributions that incorporate Personal Data will be governed by the terms established in Clause 6.

The license includes the following exploitation rights over the Materials and Contributions: total or partial reproduction rights, those of distribution, public communication, making available, transformation, translation, adaptation and arrangement, by any existing technical procedure or operating system or that may be invented in the future, including its diffusion, in a non-exhaustive way, by own or third party means, projection at events, public or institutional relations, technologies related to mobile phones and Internet -by download or via streaming-, portals for uploading and viewing videos such as YouTube, Vimeo, etc., social networks such as Facebook, Twitter, LinkedIn, Instagram, Currents, etc., corporate Intranet, communication via e-mail, Drive, own or third-party websites, press and own or third party media, etc., always respecting the moral rights of authorship.

The Researcher guarantees that the Materials and Contributions do not infringe intellectual and industrial property rights, or any rights of a similar nature, owned by third parties.

## **6. Image rights and processing of personal data**

6.1. The Researcher authorizes the Company to process his/her Personal Data for:

- Their use in territories with presence of the BBVA Group
- For the amount of time necessary while they are relevant and remain valid.

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- In the following formats: video graphic, sound, photographic and / or any other existing technical procedure
- For internal and external dissemination, including but not limited to, own or third-party media, projection at events, public and institutional relations, corporate communication channels, technologies related to mobile phones and Internet -with download or via streaming-, portals for uploading and viewing videos such as YouTube, Vimeo, etc., social networks such as Facebook, Twitter, Instagram, Linkedin, G+, etc., corporate Intranet, Drive, communication via email, own or third-party websites, press and own or third party media, etc.
- To promote and disseminate the Event

## 6.2. The Company informs the Researcher that:

- It is the data controller of their Personal Data and they may contact the Company at the following address: Plaza de San Nicolás 4, 48005 Bilbao.
- It will process their Personal Data with the aim of managing and developing the Event and the Recordings in the terms specified in this document.
- Personal data will be retained during the necessary amount of time while they are relevant and/or retain their validity. Once the aforementioned period ends, the Company will destroy the data.
- It will not disclose the Personal Data to third parties unless it is required to do so by law.
- You can freely exercise your rights of access, rectification, suppression, objection, restrictions on processing, transferability and portability by means of a communication addressed to the Company at the following email address [info.center@bbvaedufin.com](mailto:info.center@bbvaedufin.com), attaching a copy of your ID card or passport with the request.
- If the "Speaker" considers that their personal data has not been processed in accordance with the regulations, they may contact the Data Protection Officer at the BBVA Group at the following address [dpogrupobbva@bbva.com](mailto:dpogrupobbva@bbva.com) . Nevertheless, they may also submit a complaint to the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

In witness whereof, the Parties sign this document, on the date and in the place indicated below.

THE RESEARCHER

THE COMPANY

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Place: \_\_\_\_\_

Place: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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