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| **SERVICE PROVISION SHEET****FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL (1)** |

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| **DATA ENTITY, COMPANY OR INDIVIDUAL APPLICANT** |
| ENTITY REGISTRANT NAME: |
| ENTITY ADRESS,ADDRESS LINE ONE: | ENTITY TAX IDENTIFICATION NUMBER (Tax ID No. / VAT No. / EIN / JRS Registration No.): |
| REPRESENTED BY: | TITLE: |
| TELEPHONE Nº:  | e-mail:  |

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| **FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL DATA**  |
| RESEARCHER: |
| DEPARTMENT: |
| PROJECT CODE: |

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| **REQUESTED INFORMATION SERVICE** |
| DESCRIPTION (clear and concise) OF THE SERVICE and breakdown of concepts according to current rates: |
| START DATE: | BASE AMOUNT (EXCLUDING VAT)  |  |
| EXPITRATION DATE: | VAT AMOUNT (21%) (2): |  |
|  | TOTAL AMOUNT (3): |  |

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| **COMMENTS:** |

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| **OTHER REQUIREMENTS: \*MANDATORY FIELDS TO BE FILLED IN FOR ISSUING THE INVOICE** |
| It is necessary to include the order number on the invoice. | YES [ ]  NO [ ]  | Please indicate the order number |  |
| It is necessary to include in the invoice the file number | YES [ ]  NO [ ]  | Please indicate the file number |  |
| Electronic invoice (DIR numbers) is required | YES [ ]  NO [ ]   |
| Accounting Office Code: |  | Accounting Office Name: |  |
| Management Body Code: |  | Managing Body Name: |  |
| Processing Unit Code: |  | Processing Unit Name: |  |
| Proponent Body Code: |  | Proposing Agency Name: |  |
| Other recipient's references: | Contract/Number Code: |  |
|  | Delivery note: |  |

**TIPS:**

1. Once completed and duly signed, please submit this form in one of the following ways:
	1. If the **signatures are handwritten**, to the Fundación para la Investigación Biomédica del Hospital Gregorio Marañón, Pabellón de Gobierno, Planta Baja, C/ Doctor Esquerdo, 46, 28007 MADRID.
	2. If the **signatures have been made with a digital certificate**, to gerencia@fibhgm.org
2. If the V.A.T. is not applicable or differs from 21%, please indicate it in the Comments section, indicating the reason/legal article that supports that the VAT is different from 21%.
3. The payment of the amount will be made at Caixa Bank. SA, branch C/ Doctor Esquerdo, 97 O'Donnell, 28007 MADRID, with IBAN number ES27 2100 1305 1413 0020 7709 (BIC or Swift Code:CAIXESBBXXX), opened in the name of the Fundación para la Investigación Biomédica del Hospital Gregorio Marañón

All the expenses generated by bank commissions will be assumed by the CLIENT.

If your organisation needs the invoices with a different currency to the euro (€), our Fondation would use the exchange rate on the date of the invoice.

**DATA PROTECTION CLAUSE**

For the purposes of compliance with data protection laws, the representatives of both Parties are advised that the personal data contained in this service provision sheet and any personal data supplied during the relationship will be processed by the other Party in order to manage the performance of this service requirement

Where appropriate, personal data may be disclosed to banking entities and those third parties as required for such purposes, and to the public authority when required by law.

We inform you that, in order to fulfill the agreed purposes, it is possible that personal data may be provided to third parties located outside the European Economic Area. The parties to this Agreement undertake to carry out these transfers of personal data in accordance with the GDPR and ensuring an adequate level of protection or in compliance with the specific situations provided by law.

The lawful basis for the processing of personal data is the provision of the service requested, processing is necessary for the performance of a contract to which the data subject is party. Personal data will be stored for the duration of the business relationship and for the periods established by law applicable to each Party and, in particular, during the periods established by tax legislation.

You may exercise your rights of access, rectification, erasure, objection and not to be the subject of automated decision-making or profiling, portability and limitation of the processing of your data by writing to by making a written request to the addresses indicated at the beginning of this agreement or by email to **FIBHGM** at gerencia@fibhgm.org or to …………………………….. (entity registrant name) at ………………………………………………. (entity registrant email), stating the reference "Data Protection".

The representatives of the Parties may lodge a complaint to the Spanish Supervisory Authority (Agencia Española de Proteccion de Datos, AEPD) if they believe their rights have been infringed.

The details of the Data Protection Officers (DPO) for the Parties, if applicable, are:

FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL

Alaro Avant, S.L.

dpo.fibgregoriomaranon@alaroavant.com

(Applicant DPO):………………………………………………………………………………………………………….

**To be completed in case the service implies access to personal data (codified/didentified or not) of the service applicant:**

**Provision of services with access to data**

Pursuant to Article 28 of Regulation 2016/679 (EU) of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the provisions set out below only apply if FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL accesses personal data that form part of the processing activities under the responsibility of the Client.

Pursuant to this data protection clause, FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL, as data processor, is authorized to process the personal data required to provide the service which form the subject matter of this contract, on behalf of the Client (data controller). In this regard, FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL may have access to the following categories of personal:

Categories of interested parties: clients.

Types of data: ……………………………………………….. (e.g. identification data, contact data, employment details, commercial information)

For the provision of the service, FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL may access and process the personal data indicated above under the responsibility of the Applicant solely for the purpose of performing the services covered by this service provision sheet and always following the Applicant's instructions. In the event that the Applicant provides FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL with the databases that are the object of the provision of the service, the Applicant guarantees that the data included in these databases have been lawfully obtained and is lawfully processed.

The processing of these data will consist mainly of the collection of data provided by the Applicant, the registration of it in the systems of the FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL in its conservation and storage, as well as its destruction or, at the request of the data controller, its return.

It is up to the Client to provide the data subject with the right to be informed at the time of collection of their data.

In turn, both FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL and its employees, who have received appropriate training on the subject of data protection, agree:

- to maintain a duty of confidentiality with regard to the data to which the provision of services relates; as well as not to communicate the data to third parties, unless it has the express authorization of the Applicant, in the cases established by law. If the FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL has to transfer personal data to a third country or to an international organization, by virtue of applicable European Union or Member State law, it will inform the Applicant of this legal requirement in advance, unless prohibited by such law for reasons of substantial public interest;

- to implement the appropriate security measures to: ensure the confidentiality, integrity, availability and resilience of processing systems and services; restore the availability of and access to personal data in a timely manner in the event of a physical or technical incident; regularly test, assess and evaluate the effectiveness of the technical and organizational measures implemented for ensuring the security of the processing; encrypt personal data.

- to keep up-to-date records of processing activities carried out by FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL on behalf of the Applicant;

- to assist the Applicant with any request that data subjects may make to exercise data protection rights (to access, correct or erase personal data, object to and restrict the processing of personal data, and data portability);

- to report any security breach relating to personal data for which it is responsible to the Applicant without delay, so that the Applicant has sufficient time to notify the AEPD or data subjects if required;

- to assist the Applicant, if required, in carrying out data protection impact assessments and in making prior consultations with the supervisory authority;

- to provide the Applicant with any information required to demonstrate fulfilment of its obligations where data protection is concerned and to allow the Applicant, or any of its appointed auditors, to carry out inspections or audits;

- that FOUNDATION FOR BIOMEDICAL RESEARCH OF THE GREGORIO MARAÑÓN HOSPITAL has not subcontracted any work in order to provide the contracted services, with the exception of the ancillary services required to ensure normal operation of the services it provides as data processor. In the event it needs to subcontract any processing services, it shall notify the Applicant in writing at least one week in advance, stating the processing elements it intends to subcontract and clearly and unequivocally stating the name of the subcontractor and its contact details. The subcontracting may be carried out if the Applicant does not express his or her opposition within the stated time limit. The sub-processor, who also acts as data processor, will also be bound by the same obligations that apply to the data processor which are established in this agreement and the instructions provided by the Applicant (in its capacity as data controller). It is the data processor's responsibility to ensure any sub-processor it engages is subject to the same conditions (instructions, obligations, security measures, etc.) and that the same formal requirements apply with regard to the correct processing of personal data and for protecting the rights of data subjects. In the event of a breach by the sub-processor, the data processor will remain fully accountable to the data controller with regard to compliance with its obligations.

This contract is for a period of one year and may be tacitly extended unless otherwise notified at least 30 days before the expiry date.

Madrid, **Click here to enter the date**

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| **APPLICANT'S LEGAL REPRESENTATIVE**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **RESPONSIBLE FOR PROVIDING THE SERVICE**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **DULY AUTHORISED REPRESENTATIVE OF FIBHGM**Name: **Teresa Fernández Alonso** |