



COLLABORATION AGREEMENT

“XXXXXXX” and Esade Alumni

January 2027

DULY GATHERED

For the first party,

Mr./Ms. XXXXXXXXXXXX, of legal age, with ID number, XXXXXXXXXXXX, on behalf of and in due representation of XXXXXXXXXXXX (hereafter, the “ENTITY”) and acting as XXXXXXXXXXXX, is duly authorized to enter into this agreement by virtue of the deed authorized by the Notary Public, Mr./Ms. XXXXX, on MONTH DAY, YEAR and duly entered into the latter’s protocols under the entry, XXXXXX. The Entity’s address for notification purposes is XXXXXXXXXXXX, and its fiscal ID is XXXXXXXX.

For the other party,

Ms. **Patricia Valentí Lascorz**, of legal age, with Spanish national ID (DNI) number, 46138906-D, and on behalf of and in due representation of **Asociación de Antiguos Alumnos de ESADE** (hereafter, “Esade Alumni”), with headquarters in Barcelona (Av. Pedralbes, 60-62) and fiscal ID, G-59152157. Said Party, as Managing Director of Esade Alumni, is duly authorized to enter into this agreement by virtue of a power of attorney certified by the Notary Public of Barcelona, Ricardo Ferrer Marsal, on October 8, 2021, and entered into the latter’s protocols under the entry, 1269.

(Hereafter, the “Entity” and “Esade Alumni” may be equally and individually referred to as the “Party” and as the “Parties” jointly).

Both Parties mutually recognize their legal capacity to enter into and be bound by this Collaboration Agreement. To this end, both Parties

HEREBY DECLARE

I. That the Entity is dedicated to XX.

II. That Esade Alumni is the alumni association for Esade and that it is dedicated to developing its members professionally and personally, maintaining close ties with Esade, and contributing and adding value to society through its members. Included within these aims is working with other associations or foundations on projects in line with Esade Alumni’s objectives, for example, through the “Alumni Social Giving-Back Program” to which this Agreement refers.

III. That the Entity has contacted Esade Alumni in order to participate in the Esade Social Alumni Giving-Back Project, the aim being for a group of Esade alumni to carry out consulting work for the Entity. Said alumni shall be determined and assigned unilaterally by Esade Alumni.

IV. That, Esade Alumni, through the Esade Alumni Social Giving-back Consulting Program and through the volunteer alumni, wishes to collaborate with the Entity and undertake a consulting project to analyze and help raise awareness about the Entity’s effectiveness. This collaboration shall be based on mutual trust between the Parties and Esade Alumni’s desire to collaborate voluntarily with the Entity.

V. That, by virtue of all the above, the Parties have agreed to enter into this Collaboration Agreement (hereafter, the “**Collaboration Agreement**”) in keeping with the following

TERMS AND CONDITIONS

I. DEFINITIONS

A. **Giving-Back Consultants (GBCs):** *This term refers to the Esade alumni who voluntarily take part in the project object of this Collaboration Agreement.*

B. **GBC Team Leader:** *This is the person designated by Esade Alumni to lead the GBC team that shall participate in the project described in this Collaboration Agreement.*

C. **Analysis:** *The analysis to be carried out as part of the consulting project by the GBC team at the Entity’s request within the framework of this Collaboration Agreement.*

D. **Information:** *All the information, data and documents the Entity provides Esade Alumni and its alumni to be able to carry out their Analysis.*

E. **Final Report and Recommendations:** *This is the document which shall include the results of the Analysis carried out by the GBCs at the Entity’s request and within the framework of this Collaboration Agreement.*

II. AGREEMENT OBJECT

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The object of this Collaboration Agreement is to establish the rights and obligations of both Parties with respect to this Collaboration Agreement. Said collaboration encompasses the Analysis of Information to be undertaken by Esade Alumni’s GBCs in the terms and conditions established in this Collaboration Agreement.

The Entity hereby declares that it understands and accepts: that the sole object of this collaboration is to carry out the consulting project which shall be undertaken free of charge by a group of alumni assigned unilaterally by Esade Alumni and within the framework of the Esade Alumni Social Giving-Back Program; that said volunteers shall participate on a personal and individual basis and solely in an altruistic fashion; that Esade Alumni shall primarily manage and supervise the project in terms of selecting the volunteer alumni, providing them instructions on their participation in the project, assigning the volunteers to the organizations requesting their collaboration, resolving any issues arising between the teams of volunteers and scheduling events to support the Esade Alumni Social Giving-Back Program, for example, organizing the closing session and meetings for teams to present their projects; and that Esade

Alumni cannot be held responsible for the content of the projects and team reports given that the volunteer alumni shall generate said content on their own and that, in addition, their conclusions are mere recommendations and do not represent a binding obligation for the Entity.

III. ENTITY OBLIGATIONS

A. The Entity commits to work faithfully and in good faith in terms of its relations with Esade Alumni.

B. The Entity shall agree on the concrete project jointly with Esade Alumni. The agreed-on project is as follows:

“XXXXXXXXXXXX”

Under no circumstance can the Entity change the above without duly informing the Esade Alumni Social Giving-Back’s technical team which must approve of any change in writing.

C. The Entity shall provide truthful and complete Information to the Esade Alumni GBC team for it to be able to carry out a rigorous and objective Analysis.

D. If it hasn’t done so already, the Entity shall provide the Esade Alumni Social Director or Coordinator the following documents within fifteen (15) days of signing this Collaboration Agreement:

- Its statutes*
- Memorandum of association*
- Report on its activities over the previous year.*

E. The Entity commits to provide the GBC team all the Information and support it needs to be able to carry out the Analysis and prepare its Final Report and Recommendations.

F.- The “Entity’s” obligations regarding orientation, contextualization, and social impact.

The “Entity” agrees to arrange an initial visit by the Solidarity Consultants Team to its headquarters or operational center within a maximum of two (2) weeks from the date on which Esade Alumni has formalized the contact between the two parties. Provided it is operationally feasible, this meeting will take place at the “Entity’s” own facilities, with the aim of facilitating a direct and comprehensive understanding of its activities and operating environment.

During this training and introductory session, the “Entity” will assume the following obligations regarding documentation and awareness-raising:

- 1. Organizational Overview: This section will identify and introduce the key personnel and decision-makers within the organization who will participate in the project; it will also provide a*

- detailed description of the organization's mission, vision, and values, as well as the technical requirements and strategic objectives that underpin the scope of the consulting engagement.
2. *Educational Awareness and Volunteer Retention:* In order to ensure a meaningful connection and to deeply raise the awareness of the Team of Solidarity Consultants regarding the significance of their work, the "Entity" must take an educational approach in communicating the social cause it serves. To this end, it will clearly explain the social role played by volunteers, the direct value and impact of their work on the lives of beneficiaries, and the situation of vulnerability or neglect that would arise if the "Entity" were not to intervene.
 3. *Evidence and Impact Materials:* To ensure maximum consistency and effectiveness in the aforementioned awareness-raising efforts, the "Entity" will provide and display, to the extent possible and depending on the nature of its activities, relevant statistical data, firsthand accounts, explanatory audiovisual material, or any other informational resources deemed appropriate.
 4. *Interaction with Beneficiaries:* Furthermore, whenever it is methodologically and ethically appropriate, the "Entity" will establish the necessary mechanisms to enable the team of volunteers to interact with the beneficiaries of its activities, thereby allowing for a factual understanding of the organization's reality and verification of the social impact resulting from its intervention.

G.- The Parties expressly agree that the stability and proper execution of the purpose of this Agreement constitute essential obligations of the "Entity." Consequently, in the event of any modification, alteration, replacement, or substitution—whether total or partial—in the composition of its Board of Trustees, its management team, or the employees and professionals designated as direct points of contact within the framework of this project, the "Entity" shall assume, exclusively and with full indemnification for Esade Alumni and its team of volunteers, the following obligations:

1. *Guarantee of Non-Interference:* The "Entity" shall ensure and guarantee that such changes in its human resources or governing bodies do not cause any harm, delay, impairment, or neglect in the normal conduct of the agreed-upon training, consulting, or collaboration activities.
2. *Implementation of Contingency and Transition Plans:* It shall be the sole and direct responsibility of the "Entity" to devise, arrange, and immediately implement the necessary operational procedures and transition mechanisms (including, but not limited to, the proper transmission of information and the orderly transfer of functions). This is done with the firm intention of safeguarding the methodological and technical conditions essential for the Solidarity Consultants Team to undertake, execute, and complete the assignment entrusted to it under the terms and within the timeframes agreed upon in this legal instrument.
3. *Notification Requirement:* Any change in communication channels or substantial change in the contact persons assigned to the project must be reported in writing to Esade Alumni as soon as possible, formally identifying the new representatives and ensuring that the commitments made remain fully in effect.

*H. The Entity commits to organize a meeting in May to which a sufficient percentage of its board of trustees, as well as its executives, shall attend the alumni presentation of their Final Report and Recommendations. This meeting must be scheduled in **June of 2027** and is compulsory.*

I. After receiving a draft Final Report and Recommendations from the group of volunteers, the Entity shall have 15 days to send any modifications and comments in writing it feels necessary with respect to said draft. It shall also highlight any parts it considers confidential and which, consequently, it does not want to be published. If, after this time, the Entity does not present these modifications and comments to Esade Alumni or if it does not identify any sections within the draft Final Report and Recommendations that it does not want published, Esade Alumni shall understand that the Entity is satisfied with said draft and accepts that it shall be published as is through Esade Alumni's ordinary communications channels.

J. The Entity commits to contribute to cover expenses as established in section VI below.

K. Upon completing the project and before July 2027, the Entity commits to prepare and forward a letter of appreciation and recognition to Esade Alumni for the services rendered by the GBCs. The aim of said letter is to present the project to other entities and organizations and to serve as a reference for them.

L. The Entity declares, under its sole responsibility that it, as a legal entity, and its administrators, executives, employees or collaborators do not have any legal proceedings of any type open against them at this time and that they have not been found guilty through any legal proceeding in the past.

In addition, the Entity commits to inform Esade Alumni immediately of any type of legal proceeding opened against it or against any of the above individuals, representing just cause to terminate this Collaboration Agreement.

In case of any falsehood presented or non-fulfilment of this obligation, the Entity shall be held responsible for any damages, including any indirect and/or reputational damages and harm; said situation may cause Esade and Esade Alumni.

M. Under this Agreement, the parties agree to participate in surveys and feedback sessions or interviews conducted up to three years after the conclusion of the process, which will be mandatory for the participating Entities. The ultimate purpose will be to assess the medium- and long-term impact of the work carried out within the framework of the XXI edition of the consultancy (2026-2027 academic year).

IV. ESADE ALUMNI OBLIGATIONS

A. Through the GBCs, carry out the Analysis based on the Information provided by the Entity.

B. Upon completing said Analysis, Esade Alumni, through its volunteers, shall send a draft Final Report and Recommendations to the Entity.

C. When both Parties are satisfied with the draft Final Report and Recommendations, Esade Alumni shall forward the definitive hardcopy and electronic version of the Final Report and Recommendations to the Entity.

D. Esade Alumni shall be entitled to publish the Final Report and Recommendations with the modifications agreed with the Entity.

The aim of Esade Alumni's publishing of the Final Report and Recommendation is none other than to share the knowledge generated with other entities or teams of volunteers facing similar challenges and to be able to gain useful insights from the work carried out.

V. REMUNERATION

The Esade Alumni carrying out work within the framework of this Collaboration Agreement do so voluntarily and free of charge.

VI. EXPENSES

All the necessary or advisable expenses to undertake, fulfil and execute each and every one of Esade Alumni's obligations established in and/or derived from this Collaboration Agreement shall be the responsibility of Esade Alumni.

That notwithstanding, in terms of the expenses incurred by Esade Alumni to manage the project as described in the second paragraph of the Object above, the Entity commits to pay the amount of FIVE HUNDRED EUROS (€500), taxes not included, within a maximum of two (2) months after signing this Collaboration Agreement and the receipt of the corresponding invoice from Esade Alumni indicating said purpose. In the case of Entities with a size and financial capacity exceeding ten (10) million euros, they will be invited to consider a contribution of ONE THOUSAND EUROS (€1,000).

Under no circumstance shall this payment be understood to be related to the consulting service carried out voluntarily by the alumni who expect no monetary remuneration for their work.

VII. INTELLECTUAL PROPERTY RIGHTS

VII. INTELLECTUAL PROPERTY RIGHTS AND BRANDS

All intellectual property rights over the Final Report and Recommendations shall pertain exclusively to Esade Alumni which shall primarily use the latter for research and teaching purposes while fully respecting the confidentiality obligations agreed on with the Entity within the framework of this Collaboration Agreement.

The above notwithstanding, upon forwarding the definitive version of the Final Report and Recommendations as foreseen in clause IV c) above, Esade Alumni grants the Entity a free,

worldwide license to reproduce, distribute and publicly communicate said Final Report and Recommendations by any means (including, among others, its publication, advertising and use in audio-visual media) in any communications channel (for example, in any audiovisual media), regardless of the latter's format (for example, books and journals) and support media (including, for example, electronic or digital networks) and for the duration said intellectual property rights remain in force. The Entity commits to make use of said licensed intellectual property rights in good faith and so long as it clearly indicates that a group of Esade alumni voluntarily prepared said Final Report and Recommendations free of charge within the framework of the Esade Alumni Social Giving-Back Project and this Collaboration Agreement.

"Esade" and "Esade Alumni" are registered trademarks of Fundació Esade and Esade Alumni, respectively. This Collaboration Agreement does not provide the Entity any right to use said brands. Consequently, the Entity shall not publicly associate its name or brand to those of Esade or Esade Alumni, whether in writing or verbally, without the prior express written authorization from the corresponding titleholder.

Should the Entity wish to refer to its participation in the Esade Alumni Social Project, the Entity commits to solely use the following statement:

XXXXXXXXXXXX participated in Esade Alumni's International Giving-Back Consulting Program during the 2026-2027 academic year in which a group of Esade alumni provided their pro bono, personal and individual consulting services for a period of 6 months and forwarded their recommendations to guide us on our strategic reflection process.

The name of the project has to coincide with the name detailed in section B in Condition III above in this Collaboration Agreement.

For any other mention, the use of a different text or the use of Fundació Esade's brands, the Entity shall contact Esade Alumni to obtain the latter's prior written authorization of said alternative text and/or use.

VIII. DURATION

This Collaboration Agreement shall be valid for seven (7) months as of the date of its signing and until June 2027, at the latest, date on which this Collaboration Agreement shall automatically be terminated.

IX. RESOLUTION AND TERMINATION

A. This Collaboration Agreement shall be fully resolved and terminated in keeping with the general causes established by Law as well as:

- 1. Due to any severe non-fulfilment by either Party, whether partially or in whole, of any legal or contractual obligations which may apply, requiring the non-fulfilling Party to compensate the other Party for any damages the latter incurs as a result; and*
- 2. Due to the loss of trust mentioned in Declaration IV above in this Collaboration Agreement.*

B. In any of the cases described in the previous section A within Condition IX, this Collaboration Agreement shall be considered to have been terminated on the date the non-fulfilling Party receives written notification from the other Party regarding its decision to voluntarily terminate the Collaboration Agreement and the causes of said termination.

X. CONFIDENTIALITY

The Information Esade Alumni has access to by virtue of the services provided to the Entity shall be considered strictly confidential for all effects and purposes.

In addition, Esade Alumni commits to maintain the utmost secrecy regarding any Information and personal data it has access to by virtue of rendering the services detailed in this Collaboration Agreement.

The volunteers participating in the program shall sign a good faith agreement regarding the confidential use of the Information to which they have access when carrying out their services as volunteers in the Esade Alumni Social Giving-Back Project.

XI. NOTIFICATIONS

Any notifications issued within the framework of this Collaboration Agreement shall be forwarded to the Parties in writing within seven (7) calendar days to the addresses detailed above in this Collaboration Agreement or to the following e-mail addresses:

Esade Alumni: nailateresa.quintana@esade.edu

Entity: XXXXXXXXXXXXXXXXXXXXXXXXXX

XII. JURISDICTION AND APPLICABLE LAW

The Parties entering into this Collaboration Agreement duly recognize and submit to the Courts and Tribunals in the city of Barcelona, Spain, expressly renouncing any other jurisdiction which might apply unless otherwise stipulated by applicable Law.

This Collaboration Agreement shall be governed by its own terms and conditions and, for all that not foreseen herein, by Spanish Law as applicable.

And, as proof of their agreement, both Parties through the representatives detailed above duly sign this Collaboration Agreement in duplicate and for a sole purpose on December 1st, 2026.

Signed by XXXXXXXXXXXX

Position XXXXXXXXXXXX

ID number XXXXXXXXXXXX

In XXXXXXXXXXXX

Signed by Patricia Valentí Lascorz

Managing Director, Esade Alumni

DNI 46138906-D

In Barcelona, Spain