

Prot. n. 53/DG

Rome, 05/02/2026

Estemeed

**Solvias NL**

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Netherlands

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**Subject: Contract for the provision of the characterization service of cell banks and viral vectors, according to standard protocols and standard reports in accordance with GMP regulations and aimed at the production of pharmaceutical products for gene therapy to be used in Phase I/II Clinical Trials for research activities at the Tumor Gene Therapy Research Unit, belonging to the Oncohematology Research Area of the Bambino Gesù Pediatric Hospital, as part of the Project - Hub Life Science – Advanced Therapy (LSH-TA) PNC-E3-2022-23683269 - funded by the Ministry of Health as part of the National Complementary Plan for the Innovative Health Ecosystem.**

**CUP Code E83C22006230001**

In implementing the research and development activities carried out by the Tumor Gene Therapy Research Unit, belonging to the Oncohematology Research Area of the Bambino Gesù Pediatric Hospital, it is necessary to provide the Characterization Service for cell banks and viral vectors, according to standard protocols and standard reports in accordance with GMP regulations and aimed at the creation of pharmaceutical products for gene therapy to be used in Phase I/II Clinical Trials for research activities at the Tumor Gene Therapy

Research Unit, belonging to the Oncohematology Research Area of the Bambino Gesù Pediatric Hospital.

## BETWEEN

Bambino Gesù Children's Hospital - Scientific Institute for Research and Treatment - Institution of the Holy See with headquarters in Rome, Piazza Sant'Onofrio 4, in one of the extraterritorial zones recognized by the Lateran Treaty of 1929, Fiscal Code 80403930581 ("Bambino Gesù Children's Hospital" or "Hospital" or "OPBG"), represented by the General Director, Antonio Perno (hereinafter "OPBG" or "Contracting Authority")

## AND

the company Solvias NL, with headquarters in Utrecht - The Netherlands, Yalelaan 62 3584 CM, Tax code/VAT number NL851643450B01, represented by the legal representative Erik Splinter, born in Leiderdorp (Zuid Holland) on 05/21/1980, Passport no. NY1456430 (hereinafter also "Solvias NL" or "Company")

## PREMISES

With Contracting Decision no. 155 prot. 519/DG dated 11/13/2025, the General Director of the OPBG has established the completion of a procedure through direct award pursuant to art. 50, paragraph 1, letter b), of Legislative Decree 36/2023 for the following supply:

- **Characterization service for cell banks and viral vectors, according to standard protocols and standard reports in accordance with GMP regulations and aimed at the creation of pharmaceutical products for gene therapy to be used in Phase I/II Clinical Trials for research activities at the Tumor Gene Therapy Research Unit, belonging to the Oncohematology Research Area of the Bambino Gesù Pediatric Hospital.**

The Sole Project Manager, pursuant to Article 15 of the Public Contracts Code, is Dr. Monica Gunetti, Service Manager, Pharmaceutical Laboratory Research Unit of the "Bambino Gesù" Pediatric Hospital, who is assigned the functions established by the provisions of Legislative Decree 36/2023 and subsequent amendments, including that of signing the documentation for the procedure in question, with the right to avail herself of the collaboration of technical and administrative officials of the OPBG as she deems necessary.

On November 24, 2025, the OPBG sent the invitation letter and related attachments to Solvias NL, specifying 12:00 PM on December 9, 2025, as the deadline for submitting the tender documentation.

In response to the invitation letter, Solvias NL submitted its best technical and financial offer on December 9, 2025, which was added to the OPBG's records, along with all required digitally signed documentation and the Technical and Contract Specifications, which were returned countersigned.

With an evaluation document dated January 9, 2026, the technical offer was reviewed by Dr. Rossana Bugianesi; this offer was deemed appropriate for the amount of €71,705.00 (seventy-one thousand seven hundred and five/00) plus VAT, where applicable, as reported in the Contract Decision.

The technical and financial offer was accepted by the Sole Project Manager with a note dated 09/01/2026.

The Contractor has demonstrated compliance with the requirements set forth in the tender documentation, and the Contracting Authority has verified compliance pursuant to Article 105 of the Public Contracts Code.

This contract is signed pending the release by the Territorial Office of the Government of Rome of the anti-mafia communication required on October 21, 2020, on the BDNA, pursuant to Article 88, paragraph 4-bis, and Article 92, paragraph 3 of Legislative Decree No. 159 of September 6, 2011, and, in any case, following the declaration made by the Contractor regarding the absence of the causes for prohibition, forfeiture, or suspension pursuant to Article 67 of Legislative Decree No. 159/2011; Consequently, the contract is subject to a condition of termination, in the event that the aforementioned anti-mafia checks yield a negative outcome, which would result in the contract being invalid, with all the legal consequences.

Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due within 30 (thirty) days, at the end of the month, from the invoice issue date.

In submitting the offer, the Contractor accepted, among other things, every clause in the Specifications and the Technical Specifications.

With this contract, the Contracting Authority intends to award to Solvias NL the contract for the supply necessary to increase the equipment package already available to the Hospital as part of the PNRR initiative and the creation of a National Center for RNA Therapy and Gene Therapy.

## **HAVING REGARD TO ALL THE ABOVE**

The Parties, as constituted above, agree and stipulate as follows:

### **Article 1 – Premises, annexes and regulatory provisions**

1. The premises and documentation listed below constitute an integral and substantial part of this contract:

- a) Contract Resolution No. 155, protocol 519/DG of 11/13/2025;
- b) Deed of Appointment of the RUP, protocol 520/DG of 11/13/2025;
- c) Letter of Invitation sent on 11/24/2025;
- d) Specifications sent on 11/24/2025;
- e) Technical Specifications sent on 11/24/2025;
- f) ESPD signed by Solvias NL;
- g) Financial Offer from Solvias NL dated 12/09/2025;
- h) Technical Adequacy Assessment Document dated 1/9/2026;
- i) Technical and Economic Assessment Document dated 1/9/2026;
- l) Award Decree prot. 26-27/DG of 01/19/2026.

2. The above-mentioned documents are considered integral and substantial parts of this contract, even if not physically attached thereto, as they are deposited with the Contracting Authority.

3. In the event of a conflict and/or incompatibility between the provisions of this contract and the above-mentioned contractual documents, the interpretation most favorable to the timely and optimal performance of the contracted service shall prevail, in compliance with applicable legislation.

### **Article 2 - Object of the contract**

The purpose of this contract is to provide the characterization service for cell banks and viral vectors, according to standard protocols and standard reports in accordance with GMP regulations and aimed at the production of pharmaceutical products for gene therapy to be used in Phase I/II Clinical Trials for research activities at the Tumor Gene Therapy Research Unit, part of the Oncohematology Research Area of the Bambino Gesù Pediatric Hospital, as detailed in the Technical Specifications and the official offer.

### **Article 3 - Contractual amount**

1. The contractual amount for the supply of the items indicated in Article 2 is set at €71,705.00 (seventy-one thousand seven hundred and five/00) plus VAT, where applicable, as reported in the Contracting Decision.
2. The amount expected for the purchase of the supply in question falls within the budget approved by the OPBG for the National Center for Research and Development of Gene Therapy and Drugs with RNA Technology.
3. The offer submitted by Solvias NL is €71,705.00 (seventy-one thousand seven hundred and five/00) plus VAT, where applicable, as reported in the Contracting Decision.

4. The expense is financed with funds PNC-E3-2022-23683269 from the Ministry of Health as part of the National Complementary Plan for the Innovative Health Ecosystem Project - HUB LIFE SCIENCE – ADVANCED THERAPY (LSH-TA).
5. The price is fixed, invariable, and includes all work required by the Company for the entire warranty period.

#### **Article 4 – Methods of providing services**

1. This supply must be provided through the sharing of reports by Solvias NL via the IT portal within 4 months of the order date, at no additional cost to OPBG.
2. The Company intends to deliver all the above supplies at no additional cost, safeguarding the needs of OPBG and without hindering or interrupting ongoing business activities.
3. The analytical services are deemed to be provided upon the issuance and submission to OPBG of the final analytical reports relating to the above-listed activities, accompanied by verification by the Company's Quality Assurance Department for aspects relating to the compliance of the activities performed with current legislation and internal standard procedures. Acceptance of the reports by the Hospital's Cancer Gene Therapy Research Unit staff does not exempt the Company from being responsible for any comments and clarifications from OPBG.
4. The Company, therefore, must ensure that it has trained the technical personnel who will perform the above-mentioned services to ensure their safety.

#### **Article 5 - Penalties**

1. For each day of delay in providing the services in question compared to the terms set forth in Article 4 of this contract, a penalty equal to 1% of the value of the service will be applied. The penalty may in no case exceed 1/10 of the total amount. In the event of repeated delays (exceeding twenty days) in providing the above services, OPBG may terminate the contract. The above does not apply to delays caused by OPBG. Furthermore, the scheduled delivery date will be postponed in the event of delays caused by OPBG, even if OPBG increases the scope of supply, pursuant to Article 7 below, in proportion to such delay.

#### **Article 6 – Withdrawal from the contract**

1. Either Party may terminate this Agreement for any material breach of this Agreement, provided that such breach is not cured within thirty (30) days after receipt of written notice from the non-breaching Party specifying the details of such breach. Either Party may terminate this Agreement immediately by written notice to the other Party if the latter abandons its business, becomes insolvent, is subjected to voluntary or involuntary bankruptcy, composition with creditors, arrangement with creditors or other similar proceeding which is not filed within thirty (30) days from the commencement thereof, makes

an assignment for the benefit of its creditors, or consents to the appointment of a trustee, receiver or other fiduciary over all or a substantial portion of its assets. The Company may terminate this Agreement, but not any services commenced or in progress, at any time, with or without cause, by giving at least thirty (30) days' written notice to OPBG.

#### **Article 7 – Changes to the supply**

1. If, during the performance of this contract, it becomes necessary to increase or decrease the supply, the Company is obligated to execute the variation request with reference to the prices indicated in the financial offer.
2. Such variations may be requested for a value that cannot exceed one-fifth of the contract amount.

#### **Article 8 – Payment**

1. Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due within 30 (thirty) days, at the end of the month, from the invoice issue date.

The Company will issue invoices for the consideration following OPBG's acceptance of the supply.

In the event of a negative acceptance, OPBG will pay the portion of the invoice relating to the supply not rejected.

2. Invoices must: (i) include references to the Contract and related Execution Orders; (ii) contain, at the bottom, the wording "Invoice bearing a non-transferable credit"; (iii) indicate the Supplier's bank details for payment by OPBG; (iv) indicate the reference CUP code **E83C22006230001**.

Invoices must be submitted electronically via the Revenue Agency's System Data Interchange (SDI) with the following information:

Company name: Bambino Gesù Children's Hospital

Address: Piazza Sant'Onofrio 4, 00165 Rome

Tax ID: 80403930581

Recipient code: SDI QRL4YE1

Electronic invoices must be accompanied by a PDF copy of the invoices themselves and any necessary explanatory technical documents, free of sensitive or special data in accordance with applicable data protection legislation.

Payment of invoices issued by the Company for supplies performed in a workmanlike manner and in full and proper compliance with the contractual provisions is due within 30 (thirty) days, at the end of the month, from the invoice issue date.

Invoices will be paid after verifying contribution compliance through the acquisition of the DURC (Duration of Social Security Benefit and Severance Pay), where applicable.

3. Any errors, incompleteness, or omissions in the data reported in the invoices pursuant to the above, or inconsistencies in the explanatory technical documents, as well as non-compliance with current legislation, will result in the rejection of the invoices by OPBG, which will therefore be unable to proceed with payment and will consequently not be required to pay any late payment interest requested by the Company.

#### **Article 9 - Traceability of financial flows**

1. The Company assumes, under penalty of absolute nullity of the contract, all financial flow traceability obligations pursuant to Article 3 of Law 136/2010 and subsequent amendments.
2. The Company further declares that the identification details of the bank account dedicated, even if not exclusively, for public procurement are as follows:

IBAN NL24RABO0170259552

and that the personal details and tax code of the persons authorized to operate on the indicated current account are:

- Mr. Erik C. Splinter, Tax Code 851643450, Sole Legal Representative.

#### **Article 10 - General responsibilities of the Company**

1. In performing the supply, the Company shall, on its own initiative, adopt all means and precautions necessary to prevent damage in general, especially injuries, including to third parties.
2. The Company also undertakes to comply, under its sole responsibility, with all regulations regarding occupational health and safety and, in general, regarding the treatment and protection of workers.
3. The Company declares and acknowledges that it fulfills all obligations set forth in Legislative Decree no. 81 of 9 April 2008 and subsequent amendments and additions, and in any other applicable regulations regarding occupational health and safety, if applicable. The specific requirements to be observed in compliance with the applicable regulations in the context of the Covid-19 health emergency and related instructions provided by OPBG remain unaffected.
4. The Company itself is fully responsible for the exact fulfillment of the contractual conditions and the correct execution of the supply, it being explicitly understood that the rules and provisions contained in the contractual documents have been examined by it and recognized as suitable for achieving these purposes.

5. The Company is responsible for any damage or injury caused to structures or persons with which it comes into contact, at the locations of the supply, as a result of wilful or negligent conduct in the performance of the services covered by the Specifications, as well as wilful or negligent acts of its employees, collaborators, assistants in general, and anyone it uses in fulfilling its contractual obligations.

6. Likewise, the Company will be responsible for all consequences of any accidents and injuries that may occur to its personnel or property during the performance of the supply.

7. Furthermore, in all cases in which it accesses OPBG sites, the Company declares and acknowledges that OPBG has provided detailed information on the specific risks existing in the environments to which the Supplier's personnel have access in performance of the Contract and on the prevention and emergency measures adopted in relation to the related activity.

The Company undertakes to use the necessary equipment and personal protective equipment, and to use them in accordance with applicable legislation and the Hospital's internal regulations.

8. To access and remain at OPBG, Company personnel are required to present an identification card with a photograph and containing the employee's personal details and the name of their employer. The foregoing is without prejudice to the Company's obligation to inform the Hospital of the names of those responsible for such personnel.

9. OPBG acknowledges that the Internal Contact Person is also the person designated by the Hospital to promote cooperation and coordination with the supplier pursuant to Article 26 of Legislative Decree No. 81 of 9 April 2008, as amended.

### **Article 11 - Special charges for the Company**

1. The Company shall bear the following specific costs:

- a) The Company shall not request advance payments;
- b) The Company shall not request additional payments;
- c) The Company shall assume all civil and criminal liability arising from the performance of the supply in question, simultaneously releasing OPBG from any liability, unless such liability arises from (i) the Company's use of materials supplied by OPBG or (ii) the use or processing of products delivered by OPBG, in which case the Company shall not be liable. The Company's liability shall never exceed the value of the supply referred to in Article 3 above.

### **Art. 12 – General obligations and obligations of the supplier company**

1. The Company shall be responsible for the following obligations and responsibilities:

- a) delivery and installation of the items specified in the Specifications;
- b) compensation to OPBG for any damage to property or persons caused by the Company or its personnel;

c) compliance with all obligations towards its employees pursuant to applicable laws and regulations and the national collective bargaining agreement (CCNL) for the relevant sector regarding labor and social insurance, assuming all related costs and excluding any liability for the OPBG;

d) in the event of malfunctions following delivery, the Company is required to comply with the warranty provisions.

2. The Company therefore assumes, through the organization of resources and management at its own and exclusive risk, the completion of all matters related to the supply covered by the Contract, guaranteeing that the same is performed in compliance with all provisions of the Contract and applicable legislation, and therefore also in a workmanlike manner or free from faults or defects. In this context, the Company also remains responsible for fulfilling all requirements related to environmental legislation.

3. The Company undertakes to guarantee and fulfill, at its own expense, all obligations towards personnel employed in connection with the Contract, as arising from applicable legislation, including those regarding insurance, social security, and employment relationships in general. To this end, it must provide a copy of the valid electronic DURC (certificate of retirement benefits) and documentation certifying the transmission of contribution data to INPS in the forms required by law, where applicable. The Company also guarantees that all personnel employed by it possess all necessary qualifications to perform the services referred to in the Contract and further undertakes to communicate in advance to the OPBG Internal Contact the names of the personnel authorized by the Supplier to access the OPBG websites for this purpose.

4. The Company undertakes to perform the services referred to in the Contract without causing any harm to the Hospital's operations, also in recognition of the unique research and treatment activities it carries out.

5. The Company agrees to indemnify and hold the Hospital harmless from any damage or injury, including damage to its reputation, arising from any fact, event, or circumstance directly or indirectly attributable to the Company through fraud or negligence, including its personnel employed in connection with the Contract. The foregoing shall also apply in legal proceedings and in relation to any third-party claims against the OPBG, including Company personnel.

### **Article 13 – Person responsible for the execution of the Contract (“Internal Contact Person”)**

1. The Supplier's internal contact is Irina Sergeeva.

2. The Hospital's internal contact is the Sole Project Manager, Dr. Monica Gunetti, who coordinates the proper execution and monitoring of the Contract. In this context, she also provides the necessary operating instructions to the Supplier, with whom she maintains the relevant relationships and ensures verification of the quantity and quality of the services covered by the Contract.

3. For communications necessary for the execution of the Contract, each Party will refer to the Internal Contact of the other Party.

4. Any changes to the Internal Contact Person must be communicated by the interested Party, through a representative with authorized representation and signature, to the other Party via certified email (PEC), addressed to the latter's Internal Contact Person and, in the case of the OPBG, also to the Supply Chain Function. If the sender and/or recipient do not have a certified email address, such communication must be made by registered mail with acknowledgement of receipt addressed to the registered office of the other Party as identified in the Contract, addressed to the same recipients as identified in the previous paragraph.

#### **Article 14 - Force majeure**

1. Neither party shall be liable for failure to fulfill its contractual obligations when force majeure occurs, i.e. circumstances beyond its reasonable control.

#### **Article 15 – Contractual expenses**

1. The contract and all related and consequent transactions are subject to the usual applicable taxes, duties, and levies.

2. It is understood that all taxes, duties, and levies, stamp duty, and registration costs related to the registration of the contract (if applicable) will be borne by the Company.

#### **Article 16 - Disputes and legal domicile**

1. The Contract shall be governed by the law in force in Italy.

2. For any dispute arising from the interpretation and performance of the Contract, the Parties preliminarily undertake to resolve any conflict amicably. Only if an agreement cannot be reached shall the Parties expressly submit to the exclusive jurisdiction of the Court of Rome and its subsequent courts.

#### **Article 17 - Condition for termination**

1. This contract is signed pending the release by the Territorial Office of the Government of Rome of the anti-mafia communication requested on October 21, 2020 on the BDNA, pursuant to art. 88, paragraph 4-bis and article 92, paragraph 3 of Legislative Decree no. 159 of September 6, 2011, and, in any case, following the acquired declaration made by the Contractor regarding the non-existence of the causes for prohibition, forfeiture, or suspension pursuant to article 67 of Legislative Decree no. 159/2011; consequently, the contract is subject to a condition of termination, in the event that a negative outcome of the aforementioned anti-mafia checks were to result, which would result in the ineffectiveness of the same, with all legal consequences.

### **Article 18 - Ethical conduct and transparency**

1. Bambino Gesù Children's Hospital has adopted a Code of Ethics, available on the website [www.ospedalebambinogesu.it](http://www.ospedalebambinogesu.it).
2. Each Party undertakes to act in the execution of the contract in compliance with applicable law, with fairness and transparency, avoiding, within the context of the relationship with the Hospital, behaviors, acts, or omissions that may constitute mismanagement with unlawful intent and, more generally, that are in conflict with the principles, values, and rules of ethical conduct and that may give rise to unlawful liability for the other Party or for the Party itself.
3. Failure to comply with the above obligations and commitments constitutes a breach of contract, with the non-breaching Party entitled to terminate the contract pursuant to and for the purposes of Article 1456 of the Italian Civil Code, without prejudice to claims for damages.

### **Article 19 – Processing of Personal Data**

1. The Parties declare that they comply with the provisions on personal data protection set forth in European Regulation No. 2016/679 (hereinafter "GDPR") and Legislative Decree No. 196/2003, as amended by Legislative Decree No. 101/2018, and will fulfill their obligations by adopting appropriate technical and organizational measures to ensure a level of security appropriate to the risk.
2. The personal data of employees, collaborators, and any person acting in the name and on behalf of each Party (name, company email address, etc.) will be processed by the other Party, as an independent Data Controller, exclusively for purposes strictly related and functional to the establishment and execution of the contractual relationship governed by this Agreement, as well as to fulfill any legal or regulatory obligations.
3. The data will be processed in compliance with the principles set forth in Article 5, paragraph 1, of the GDPR, 1 of the GDPR, in the manner further described in the information pursuant to Article 13 of the GDPR that each Party provides to its data subjects and for the period of time strictly necessary to achieve the purposes described above.
4. The Parties ensure that internal personnel involved in data processing are specifically authorized, trained, and instructed to ensure the adequate security and confidentiality of the personal data processed.

### **Article 20 - Provisions for the protection of confidentiality**

1. The parties expressly agree that all information, concepts, ideas, procedures, methods, and/or technical data that the Company's personnel become aware of during the supply process will be considered confidential and covered by professional secrecy.
2. The parties undertake to maintain the confidentiality of all data and information, including that transmitted via equipment in their possession, and not to disclose it in any way or form,

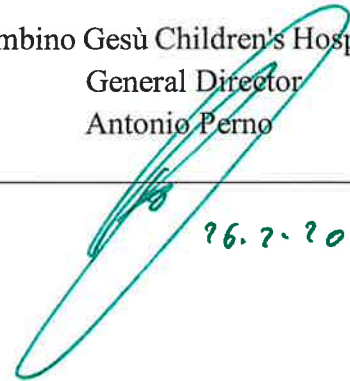
nor to use it for purposes other than those strictly necessary for the performance of the contractual activities.

If agreed to above, the Supplier is required to return a copy of this document and the Annex, duly signed for acceptance by its representative with adequate powers of representation and signature.

All.: c.s

- Annex 1 - HEALTH INFORMATION - Professional consultants\_suppliers

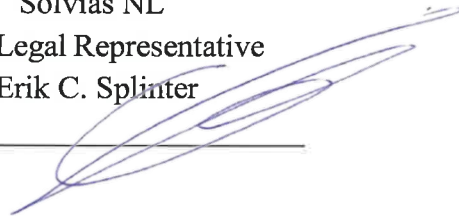
Bambino Gesù Children's Hospital  
General Director  
Antonio Perno

  
26.2.2026

Rome,

For acceptance:

Solvias NL  
The Legal Representative  
Erik C. Splinter



02-MAR-2026