

**AGREEMENT**  
**relating to charitable donation No. \_\_\_\_\_**

Place: \_\_\_\_\_ «\_\_» \_\_\_\_\_ 2018 г.

\_\_\_\_\_ **FOUNDATION**, **address:** \_\_\_\_\_, **London** \_\_\_\_\_, hereinafter referred to as “the Charity Provider”, represented by \_\_\_\_\_, on the one hand, and \_\_\_\_\_ **charity**, hereinafter referred to as “the Foundation”, represented by its Director \_\_\_\_\_, acting on the basis of the Statutes, on the other hand, jointly referred to as “the Parties”,

Whereas

The Foundation is a non-profit organisation established in accordance with the legislation of \_\_\_\_\_ and, in accordance with its Statutes, pursues the objective of providing gratuitous support to children, orphaned children, children with disabilities and children from disadvantaged families;

The purpose of this Agreement is the provision by the Charity Provider of a donation, as provided for under article \_\_\_\_ of the Civil Code of the \_\_\_\_\_(country);

The Parties have entered into this charitable donation agreement (hereinafter referred to as “the Agreement”) subject to the following terms and conditions:

**1. Purpose of Agreement**

1.1 The Charity Provider shall gratuitously transfer to the Foundation the funds indicated in article 2 of this Agreement (hereinafter referred to as “the Donation”) for the purpose indicated in paragraph 1.2 of the Agreement, and the Foundation shall accept the Donation and shall use it for its intended purpose.

1.2. The Charity Provider shall transfer the Donation to the Foundation for the following purposes:

- To help children receive education and treatment and benefit from rest and rehabilitation breaks
- To cover the children’s travel costs associated with the aforementioned breaks and treatment within the \_\_\_\_\_(country) and beyond
- To provide assistance to governmental organisations in the legal protection of children
- To ensure material support for children, orphaned children, children with disabilities and children from broken and disadvantaged families, children’s homes, homes for orphans and children with disabilities, children’s institutions and other social organisations
- To ensure cooperation with government bodies, constituent entities of the (country)\_\_\_\_\_ and local authorities on all issues and problems relating to the provision of social support to children and linked with the Foundation’s charitable activities

- To establish and develop links with similar organisations in (country) \_\_\_\_\_ and beyond

And also:

- To cover costs associated with the implementation of its activities, including: the payment of salaries and deductions, postal costs, office-supplies expenses, hospitality expenses, costs associated with mobile communications, Internet use and lease of premises, travel and business-trip expenses, banking fees and administrative costs, social welfare payments or information and consultation costs relating to the implementation of activities.

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## **2. Procedure for the provision and expenditure of the Donation**

2.1. The funding provided under this Agreement and constituting a Donation must be spent in strict accordance with the special purpose set out in paragraph 1.2 of the Agreement.

Any funding received by the Foundation as a Donation and not used for the purposes set out in paragraph 1.2 may be used for other purposes only with the consent of the Charity Provider. In the absence of the Charity Provider's consent, the funds must be returned to the Charity Provider.

## **3. Record-keeping**

The Foundation shall provide the Charity Provider with written records relating to the use of the Donation within 30 after the Donation has been used in full.

## **4. Procedure for amending and cancelling the Agreement**

4.1. The amendment and cancellation of the Agreement is governed by the current legislation of \_\_\_\_\_(country).

4.2. The Foundation is entitled, at its discretion, to refuse to issue the Donation prior to its transfer. In that case, the Agreement shall be deemed terminated.

4.3. If the Donation is used for any purpose that does not comply with that set out in paragraph 1.2 of the Agreement, the Charity Provider shall be entitled to call for the cancellation of the Donation.

## **5. Concluding provisions**

5.1. This Agreement shall enter into force as of its signature by the authorised representatives of the Parties and shall remain in force until the Parties have fulfilled their obligations.

5.2. This Agreement shall be governed and interpreted in accordance with the current legislation of Ukraine.

5.3. This Agreement is drawn up in two copies – one for each Party.

## **6. Party details and signatures**

### **The Charity Provider**

Foundation \_\_\_\_\_

Address:

Bank:

Account:

IBAN:

SWIFT:

The Charity Provider:

[signature] \_\_\_\_\_

### **The Foundation**

Foundation \_\_\_\_\_

Address:

Tel.

Acct.

Corr. Acct.

Bank:

BIK

INN

KPP

OKPO Code

etc

The Director:

[stamp]

[signature] \_\_\_\_\_