**DONATION CONTRACT**

**………………..**

born …………….

residing at ………………………………………..

(hereinafter as „**Donor**“)

and

**Pandachild, nadační fond**

Registration No. 096 74 276

Registered office at: Mukařovského 2590/2, Stodůlky, 15500, Praha 5

Registered in the Foundation Register kept by the Municipal Court in Prague under file number no. N 1860

Represented by Lenka Maudrová, member of the Management Board

Telephone No.: +420606949868

E-mail: pomahame@pandachild.cz

(hereinafter as „**Donee**“)

(Donor and Donee hereinafter jointly as “**Parties**” or individually as “**Party**”)

concluded on the day, month, and year below in accordance with the provisions of § 2055 et seq. Act No. 89/2012 Coll., Civil Code, as amended, this contract

(hereinafter as „**Contract**“)

1. **PREAMBLE**
   1. The Donee declares that it is a duly established endowment fund registered in the endowment register kept by the Municipal Court in Prague. The purpose of the Donor is to contribute to the support of a healthy lifestyle of children, as well as to contribute to the improvement and development of the quality of life of children with autism spectrum disorder, of children with oncological diseases and handicapped children, as well as of their families. In this context, the Donor carries out activities aimed at supporting the children’s physical and mental development, children’s physiotherapy, their sports activities, and at the support of individuals and institutions engaged in educational, publishing or therapeutic activities in the above-mentioned areas, which may lead to an improvement of awareness of both the issue of children's physical development and the autism spectrum disorders, oncological diseases or disabilities.
   2. The Doner declares that he/she/it is the sole owner of the object of the donation and that he/she/it acquired the object of the donation from sources of honest origin.
2. **OBJECT OF THE CONTRACT**
   1. A donation within the meaning of this Contract is a monetary amount of ……………….. (in words: …………………), (hereinafter as „**Donation**“).
   2. Under this Contract, the Donor transfers the Donation to the Donee, into its exclusive ownership, free of charge and the Donee accepts the Donation from the Donor into its exclusive ownership.
   3. The Donor undertakes to provide the Donation to the Donee by a cashless transaction to the Donee’s bank account No. **…………………………………………………** no later than 30 calendar days from the conclusion of the Contract. The Donor’s obligation is fulfilled when the relevant amount is credited to the said Donee’s bank account.
3. **PURPOSE OF THE DONATION**
   1. The Donor undertakes to provide the Donation to Donee with the objective of carrying out the purpose for which the Donee was established and the Donee undertakes to use the Donation exclusively for this purpose.
   2. The Donee confirms that the Donation fulfils the conditions of the provisions §15 paragraph 1 and § 20 paragraph 8 of Act No. 586/1992 Coll. when the Donation is a gratuitous transaction provided to a legal entity with its registered office in the Czech Republic, for the social, sport, cultural and physical education purposes.
   3. At the request of the Donor, the Donee is obliged to state and provide decisive facts proving that the Donation was used for the purpose stated in paragraph 3.2. of this Contract.
4. **FINAL PROVISIONS**
   1. This Contract is governed by the relevant legislation of the legal order of the Czech Republic. The courts of the Czech Republic are competent to resolve any disputes arising from this Contract.
   2. This Contract is valid and effective on the date of its signing by the Parties.
   3. The Parties declare that their intention is a Donation within the meaning of this Contract, and therefore they undertake that if any provisions of this Contract or any part of the provisions of this Contract are invalid or become invalid, the validity of the Contract shall not be affected thereby. In such case, the Parties undertake to replace the invalid provision with a valid provision, which comes closest to the economic purpose of the invalid provision as intended by the Parties. The Parties undertake to provide each other with all necessary cooperation regarding the ownership transfer under this Contract.
   4. This Contract is made in two copies, where both the Donor and the Donee will receive one copy.
   5. The Parties declare that they have read this Contract and that it was concluded according to their true and free will, not in distress or under noticeably unfavourable conditions for one of them. In evidence whereof, the Parties sign the Contract.

In Prague on …………………………… In \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_

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**Amazingchild s.r.o. …………………………..**

Lenka Maudrová, Director