

_____, tax number: _____; registration number: _____,
represented by _____
as the donor

and

Fundacija Vrabček upanja, institute, Erjavčeva ulica 2, Nova Gorica, registration number 4011724000, tax number: 33008671, represented by President of the Management Board, Martina Kodolja, as the recipient

have agreed to conclude the following

DONATION AGREEMENT

no. _____ /2022

1.

The Contracting Parties hereby establish that:

the recipient is a legal entity, i.e. an institute, that was founded in accordance with the Institutes Act on the basis of the decision of the Ministry of Health no. 093-17/2009 as of 29 June 2009, published in the Official Gazette of the Republic of Slovenia no. 53/2009;

- the recipient has been founded with a general and permanent purpose;
- the donator has been informed on the recipient's activities and the method of functioning and spending donated funds as has been presented on www.drevozacerje.si and the recipient's homepage www.vrabcekupanja.si.

2.

The donor shall be obliged to send the amount of EUR _____ in 8 days from the conclusion of this Agreement to the recipient's account no. SI56 0475 0000 1565 243 at Nova KBM d.d. and indicate the purpose - Drevo za Cerje (Tree for Cerje).

3.

The recipient shall be obliged:

- to spend the donated funds entirely for the "Tree for Cerje" project;
- to report on performed activities and the method of spending donated funds via website as per item 3 of point 1 of this Agreement or via other media;
- to list the names of donors after received payments on the website www.drevozacerje.si and its homepage as per item 3 of point 1 of this Agreement. This shall not apply in the case when the donor shall explicitly prohibit such publication.

4.

The donation, subject to this Agreement, shall be considered of having general favourable purpose, therefore, the donor shall not have any other claims against the recipient in connection to donated funds, except as is explicitly determined in Article 3 of this Agreement.

5. (Anti-corruption clause)

The contracting parties declare that in connection with the conclusion of this Agreement, there has not been, nor will there be, any act or omission which constitutes corruption and the purpose of which would be to ensure conduct contrary to the business interests of either contracting party and/or local regulations.

By signing this Agreement, the donor shall be obliged not to demand or except any favour from the donation recipient.

In the case of a violation or attempted violation of this clause, the concluded and valid Agreement shall become void, and if the contract is not valid, it shall be considered not concluded.

6.

The contract is concluded when it is signed by both parties. The only valid changes and supplements are those that are in writing as annexe to the contract.

7.

Any disputes between the parties regarding this contract will be solved consensually among themselves, otherwise will be referred to the court with jurisdiction in Nova Gorica.

8.

The contract is drawn up in duplicate, each party receives one copy.

Donor

Recipient

Fundacija Vrabček upanja, institution
Martina Arčon, chairwoman of the board

(date)

(date)

(signature)

(signature)