

## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into on

DD.MM.JJ between

Rotary Deutschland Gemeindienst e.V. (RDG)

and

RC (Name of the German Club)

and

RC (name of the Ukrainian club)

herein and hereinafter referred to as the Contracting Parties.

### 1 Scope of Application

1.1 The contracting parties agree to cooperate in the procurement and delivery .... for needy persons and institutions (e.g. kindergartens, schools, hospitals etc.) in Ukraine.

1.2 This Memorandum of Understanding (MoU) constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior oral agreements.

1.3 RDG and RC (name of German club) procure the ... on their own account. They are not bound by any instructions.

1.4 A legal claim of the contracting party to the delivery of ... (subject of the delivery) is not established by this contract.

1.5 The common language of negotiations shall be English (British). The Memorandum of Understanding shall be drawn up in German and in English. The legally binding Memorandum of Understanding to be signed shall be the German version.

### 2. Process description

2.1 Prior to each delivery, the contracting parties shall agree on the recipients/addresses/place of delivery of the ... (subject of delivery), the types of equipment and the respective number of devices to be delivered.

2.2 RC (name of the Ukrainian club) shall provide RDG and RC (name of the German club) with the following information prior to the start of the transports:

2.2.1 the names and addresses of the persons responsible at the receiving RC ... , place of residence or business, telephone numbers, email addresses,

2.2.2 the names and addresses of the needy persons or institutions receiving the equipment, place of residence or business, email addresses,

2.2.3 the address of the place of installation, name of the town, street, house number.

2.3 With the start of the transport RDG and RC shall send (name of the German Club) a donation contract in English to the Ukrainian RC ... named in Section 2.2.1.

2.4 Arriving at the Ukrainian destination, the transporters hand over the ... (object of the delivery), and have the receipt acknowledged by a responsible member of the RC .... who is authorized to sign. If items are handed over in the border area of Ukraine, the receipt is first certified by the Ukrainian side by the onward transporter or a responsible person of the intermediate storage designated by Rotary.

2.5 The responsible RC ... signs the donation contract immediately after the arrival of the goods and then immediately sends it back to RDG (rdgduesseldorf@rdgduesseldorf.de) and RC (name of the German club) (email: ...).

2.6 RC ... shall furthermore provide RDG and RC (name of German club) (emails: rdgduesseldorf@rdgduesseldorf.de, ...) with photos of the handover and the installation sites as well as confirmations of the final recipients (kindergarten, school, hospital, etc.) in German.

2.7 The contracting parties agree that a new transport can always be initiated only after the previous transport has been completely documented according to the above clauses 2.1 to 2.6 and RDG and RC (name of the German club) have been provided with all documents and photos.

### 3. Right to information

3.1 The RC (name of the Ukrainian club) acknowledges and recognizes that the German contractual partners have documentation and recording obligations towards the German state and tax authorities.

3.2 The RC (name of the Ukrainian club) undertakes to the German contractual partners that it will provide them without restriction and without delay with any information that they require to fulfill the obligations specified under 3.1 in the form of documents or color photographs.

Date:

Date:

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Rotary Deutschland Gemeindienst e.V.

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Rotary Club  
(Name des ukrainischen Clubs)

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Rotary Club (Name des deutschen Clubs)