Donation contract

Between

Rotary Deutschland Gemeindienst e.V. (RDG),   
represented by Dr. Hans Christoph Atzpodien  
  
and

Rotary Club (German Club)

represented by

hereinafter referred to as the donor

and

Rotary Club (Ukrainian Club)

represented by

hereinafter referred to as the presentee

§1 Purpose of the contract

The donor and the presentee agree that the donor will provide RC (Ukrainian Club) with the required amount in Euro for the procurement of …… This is the legal process of a gift.

§2 Object of the contract

The donor and the presentee agree that the presentee becomes the owner of the items specified below upon conclusion of this agreement. These consist of: …

If necessary, a list may be drawn up, to be annexed to this contract, in order to fully identify the objects covered by the gift.

§3 Fulfilment of the donation

The gift is executed by this agreement and the transfer of an amount of …Euro to the RC of … for the procurement of …

The presentee will provide the donor with the documents described in detail in the Memorandum of Understanding.

§4 Prescription for gifts

The donation is not bound to any conditions.

§5 Return right

The presentee is entitled to return items to the donor or his legal successor. If the donor or his legal successor cannot be reached without unreasonable effort or is not interested in the return, the presentee is free to dispose of the items.

§6 Liability

The presentee undertakes to handle the donated items properly and assumes all consequential costs for maintenance, operation and servicing.

The donor assumes no liability for any risks or damages arising from the delivery and use of the donated items. In addition, the Rotary Club (German Club) and Rotary Deutschland Gemeindienst e.V. are released from all warranty, maintenance, operation and recourse claims.

§7 Application of German gift law

Should individual provisions of this contract be invalid, the rest of the contract shall remain valid. The invalid provisions shall be replaced by the statutory provisions. Insofar as a question is not expressly regulated in this contract, the parties agree that the rules of German law, in particular the law on gifts (§§ 516 ff. BGB), shall apply as a substitute.

§8 Court of jurisdiction

The place of jurisdiction is the donor's registered office, Düsseldorf.

§9 Different regulations

Regulations deviating from this contract as well as subsidiary agreements must be in writing to be effective.

Düsseldorf**,**  Place and date

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Name of donor Name of presentee

Rotary Deutschland Gemeindienst e.V. Rotary Club …

represented by represented by

Dr. Hans Christoph Atzpodien

Düsseldorf,

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Name of donor

Rotary Club (German Club)

represented by