**MEMORANDUM OF UNDERSTANDING**

**This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between**

Rotary Deutschland Gemeindienst e.V. (RDG)

represented by Dr. Hans Christoph Atzpodien

in cooperation with

Deutscher Governorrat (DGR)

represented by

and

RC (name of the Ukrainian club)

represented by

herein and hereinafter referred to as the Contracting Parties.

1. Scope of Application

* 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.
  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.
  3. The Rotary Club of (name of the Ukrainian club) procure the ... in Ukraine.
  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 DGR with the following information prior to placing the order:

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 After payment for the devices, RDG and DGR shall send a donation contract in English to the RC (name of the Ukrainian club) named in Section 2.2.1.

2.4 The responsible RC ... signs the donation contract immediately after the receipt of the devices and then immediately sends it back to RDG (rdgduesseldorf@rdgduesseldorf.de) and DGR (email: ...).

2.5 RC ... shall furthermore provide RDG and DGR (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.

2.6 The contracting parties agree that a new order can always be initiated only after the previous order has been completely documented according to the above clauses 2.1 to 2.5 and RDG and DGR 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. Rotary Club   
 (name of the Ukrainian club)

Date:

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Deutscher Governorrat