**DONATION AGREEMENT**

(charitable donation)

Concluded by

**Name:** ……………………………….

Seat: ……………………………….

Institution ID: .……………………………….

Tax number: ……………………………….

Statistical ID: ……………………………….

Bank account number: ……………………………….

Representative: ……………………………….

(hereinafter: "**Donor**"),

and

**University of Pécs / Clinical Center of the University of Pécs [[1]](#footnote-1)**

Seat: H-7622 Pécs, Vasvári Pál u. 4 **/** H-7623 Pécs, Rákóczi út 2.[[2]](#footnote-2)

Tax number: 19308681-4-02

Group ID number: 17783941-5-02

Statistical ID: 19308681-8542-563-02

Institutional ID: FI58544

Bank account number: OTP 11731001-23135378 **/** OTP 11731001-23135385[[3]](#footnote-3)

Unit involved in the agreement: ………………….

Representative: …………………………..

(hereinafter: "**Donee**")

(hereinafter individually referred to as "Party", collectively as "Parties") at the venue and time specified below, under following terms and conditions:

1. The Parties declare that the Donation complies with the conditions set out in Section 4, point 1/a of Act LXXXI of 1996 on Corporate Tax and Dividend Tax (hereinafter CTL Act) and Section 259, point 9/A Act CXXVII of 2007 on Value Added Tax. By signing this Agreement, Donor shall donate to Donee

…………….………………………..………………………………………………………. as charitable donation

with the understanding that Donee shall use it for the statutory core tasks of the University of Pécs.

The value of the Donation is ………………………………………………… Ft.

1. Donee accepts the Donation.
2. Donor shall deliver the Donation by bank transfer to Donee’s bank account number OTP 11731001-23135378 **/** OTP 11731001-23135385, by naming the addressed organizational unit and indicating the word **DONATION** in the communication box and delivers it at the premises specified at a pre-arranged date indicated in the communication box.[[4]](#footnote-4)
3. On handover and receipt the Parties shall draw up a protocol in which the essential circumstances of the Donation shall be laid down.
4. After the termination of the Agreement, Donee shall issue a certificate of the charitable donation in accordance with Article 259, Section 9/A.c. of the VAT Act.
5. Donor declares that he / she will not receive any kind of financial advantage through his / her Donation.
6. By signing this Agreement, Donee expressly agrees that Donor may disclose the amount and purpose of the Donation and Donee’s name in connection with the provision of the Donation to Donee in any offline publication or on any of his / her websites of interest.
7. The Parties agree to cooperate with each other during the term of this Agreement and in this context, and appoint the following persons designated by them as contact persons.

|  |  |  |
| --- | --- | --- |
|  | On behalf of Donee: | On behalf of Donor: |
|  name: | ……………………………. | ……………………………. |
|  email address: | ……………………………. | ……………………………. |
|  telephone number: | ……………………………. | …………………………… |

The contact persons are responsible for mutual, up-to-date communication and information. The Parties stipulate that the contact persons shall be entitled to act only on operational issues arising in connection with the performance of this Agreement and shall not be entitled to amend, terminate the Agreement or make any other legal declaration. The Party concerned shall promptly inform the other Party of any change in the identity of the contact persons by means of a duly signed declaration sent by registered post with acknowledgement of receipt or by personal delivery, in such a way that the date and the fact of receipt can be verified. The receiving Party shall acknowledge receipt of the information in writing without undue delay. From that date onwards, the newly appointed person is considered the contact person. Notification and confirmation of a change of the contact person does not constitute an amendment to the Agreement.

The Parties declare that they are familiar with and apply Act CXII of 2011 on the Right to Informational Self-Determination and Freedom of Information and Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR). Personal data may only be used by the Parties in the context of the performance of this Agreement, for the performance of their tasks as defined in the Agreement, for the purposes for which they are intended and to the extent and for the duration necessary for the performance of those tasks.

1. This Agreement shall enter into force upon signature by both Parties.
2. This Agreement is concluded by the Parties for a fixed term until performance by both Parties. This Agreement may only be amended or terminated in writing. Either Party is entitled to terminate this Agreement by giving notice of termination without giving any reason.
3. The Parties shall settle any disputes arising between them in connection with the present Agreement primarily through their representatives authorized to cooperate, by negotiation. In the event of this being unsuccessful, the Parties, depending on their respective jurisdiction, stipulate the exclusive jurisdiction of the ordinary court of Donee’s seat.
4. In matters not regulated in detail in this Agreement, the Hungarian legislation, in particular Act V of 2013 on the Civil Code, and the provisions of Act LXXXI of 1996 on corporate tax and dividend tax shall prevail.

The contracting Parties have signed the Agreement in 4 (four) counterparts, out of which 1 (one) shall belong to Donor and 3 (three) counterparts shall belong to Donee, as if they had agreed in all respects.

 Annex number 1[[5]](#footnote-5): List of donated tangible assets(s)

Done at Done at

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| **.................................................................................****……………………………….**representative: ……………**Donor** | **............................................................****University of Pécs/ Clinical Center of the University of Pécs [[6]](#footnote-6)**representative: ……………**Donee** |

Countersigners on behalf of Donee:

………………………

Sónyákné Kátai Judit

director of finance and controlling

 ……………………… ……………………….

 professional Countersigner financial Countersigner

 ……………………. ………………………….

 **Annex number 1[[7]](#footnote-7)**

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| --- | --- | --- | --- | --- |
| **Name of device**  | **Quantity** | **Unit of quantity** | **Serial number** | **Value (/Market value)** |
| **……………..** | **……………………** | **……………..** | **……………….** | **…………….** |
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1. Appropriate to be selected: University of Pécs or Clinical Center of the University of Pécs [↑](#footnote-ref-1)
2. Appropriate to be selected: University of Pécs or Clinical Center of the University of Pécs [↑](#footnote-ref-2)
3. Appropriate to be selected: University of Pécs or Clinical Center of the University of Pécs [↑](#footnote-ref-3)
4. In the case of donating money, it is necessary to indicate the education or health account number; donation of money can only be made by bank transfer. For donations exceeding a net value of 5.000.000, -Ft legal control is required. [↑](#footnote-ref-4)
5. In the case of donation of tangible asset(s), an itemised list of the assets(s) with their identification data [↑](#footnote-ref-5)
6. Appropriate to be selected: University of Pécs or Clinical Center of the University of Pécs [↑](#footnote-ref-6)
7. In the case of donation of tangible asset(s), an itemised list of the assets(s) with their identification [↑](#footnote-ref-7)