

## **DONATION AGREEMENT**

no. \_\_\_\_ / \_\_\_\_\_

Concluded by and between:

**1.1 The KRONOSPAN FOUNDATION**, a not for profit, non governmental foundation, with headquarters located at 1 Strunga Mieilor Street, Room 1, Brasov, Brasov county, Romania, registered at the Foundations and Associations Registry held by Brasov Courthouse under no. 85/2011, CIF 29167440, duly represented by Mircea Nedelea acting as a Member of the Board of Directors and by Dr. Oana Bodea acting as President, hereinafter referred to as the "**Donee**" or the "**Foundation**"

**1.2** \_\_\_\_\_, with its registered office in \_\_\_\_\_, registered at \_\_\_\_\_ under no. \_\_\_\_\_, having sole registration / VAT no. \_\_\_\_\_, represented by \_\_\_\_\_, acting as \_\_\_\_\_, hereinafter referred to as the "**Donor**"

The Parties hereby agree to conclude the present Donation Agreement, in the following terms and conditions:

## **2. Object of the Agreement**

**2.1** The subject of the Donation is cash belonging to the Donor.

**2.2** The Donor and the Donee hereby determine the value of the Donation at the amount of \_\_\_\_\_ EUR.

**2.3** The Donor hereby agrees to convey to the Donee and the Donee hereby agrees to accept the Donation specified in section 2.1. and 2.2. above of the Agreement from the Donor. The Donation shall be used by the Foundation, according to its declared in the Articles of Incorporation and Statute of the Foundation scope of activity, namely:

- a. actions for supporting the development of community and local society, organisation of events, sponsoring of events in the interest and benefit of the community etc.,
- b. activities for the health promotion and protection,
- c. activities for the scope of science, higher education, education and upbringing,
- d. activities for children and youth, including leisure for children and youth,
- e. activities for the environmental protection (environment cleaning, conferences, organisation of events in order to raise funds for environmental programmes/activities etc.), as well as protection of animals and natural heritage,
- f. any other activity within the scope and purposes mentioned above.

**2.4** The Donation amount shall be transferred into the bank account of the Foundation IBAN RO84 BACX 0000 0006 3679 1001 (EUR account) or RO30 BACX 0000 0006 3679 1003 (USD account), Bank: UniCredit Bank, Brasov branch, SWIFT: BACXROBU, BIC: BACX.

**2.5** The Parties hereby agree that all costs related to conclusion and performance of the Agreement will be borne by the Donee.

### **3. Obligations of the Donee**

#### **3.1** Obligations of the Donee:

- (i) to use the Donation for the purposes in which it has been awarded, respectively for the accomplishment of Foundation goals, as stated in the Articles of Incorporation and Statute of the Foundation,
- (ii) at the end of the tax year of the Foundation, to March 31 of the following year, the Donee send to the Donor the following documents:
  - a. the Annual Report of the Foundation for the last year and
  - b. the official financial statement of the Foundation for the last financial year.

### **4. General Data Protection Regulation**

**4.1.** The Parties shall inform each other and accept that, in the performance of the Agreement, it is likely that certain personal data, such as, but no limited to name and first name, profession, position held, signature, telephone number of the Parties' employees, but also of other persons who work under their control and/or supervision, including business parties or subcontractors (all these persons being hereinafter referred to as "Data subjects") that they are disclosed to the other Party, to be processed by this Party and/or to be transferred to a third country (outside the European Economic Area), to a worldwide affiliated enterprise (in compliance with certain specific rules) to its representatives for the purpose of the execution of the Main Agreement, as well as for other activities related to the field of activity of each Party.

**4.2.** Each Party shall store the Data Subjects' personal data thus received only for the period necessary for achieving the goals mentioned above and/or in the Agreement. Also, the Parties establish and accept that it is possible that the Data Subjects' personal data are necessary to respond to their requests or to address certain issues and/or to comply with certain applicable legal requirements. Consequently, the Data Subjects' personal data could be kept for a reasonable period of time since the last interaction according to the Agreement (usually 5 years, as imposed by the tax legislation or in compliance with the limitation periods established by the civil or criminal legislation).

**4.3.** Each Party shall observe all the legal and contractual provisions concerning the obligation to inform its own employees and/or other persons who work under their control and/or under their supervision on the processing of Data subjects' personal data for the purpose of the execution of the Agreement and their rights, especially: (i) the right of access to the personal data; (ii) the right to rectification; (iii) the right to data erasure; (iv) the right to restriction of processing; (v) the right to data portability; (vi) the right to opposition; (vii) the right to lodge a complaint with the supervisory authority.

- 4.4. The Parties shall ensure that, in compliance with GDPR and with the other national and European legal provisions in the field of personal data protection, they are entitled to process the Data subjects' personal data and they are authorized to put at the other Party's disposal these data in compliance with the legal provisions and in order to ensure the lawfulness of the processing of personal data.
- 4.5. Each Party shall be individually liable for the Data subjects' personal data which it processes in the performance of the Agreement and for ensuring the technical and organisational measures of appropriate protection of personal data in compliance with GDPR and with the other legal provisions concerning the personal data protection.

**5. Governing law and Dispute resolution**

- 5.1. This Agreement shall be governed by and construed in accordance with the laws of Romania.
- 5.2. All changes to this Agreement must be made in writing to be valid.

**IN WITNESS HEREOF**, the Parties hereto have signed this Agreement in 2 (two) original counterparts, in Polish and English, of which the Parties shall receive one copy each.

**Donee**

**Donor**

**Kronospan Foundation**

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**Mircea Nedelea**

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**Member of the board of Directors**

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**Dr. Oana Bodea**

**President**

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