**DONATION AGREEMENT NO. \_\_\_**

**Moscow \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the “Donor”, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acting under the Articles of Association, on the one part, and the **Special-Purpose Capital Management Fund of Private Cultural Establishment GARAGE Museum of Contemporary Art**, hereinafter referred to as the “Donee”, represented by Director Aleksandr Sergeevich Svistunov, acting under the Articles of Association, on the other part, collectively referred to as the “Parties”, enter into this agreement (“Agreement”) whereby it is agreed as follows:

1. **SUBJECT MATTER OF THE AGREEMENT**
   1. In accordance with Federal Law No. 275-FZ dated 30.12.2006 “On the Procedure for the Formation and Use of Special-Purpose Capital of Non-Profit Organizations", the Donor shall, free of charge, make a donation in cash ("Donation") to be used for the designated purpose specified in clause 2.1 hereof, and the Donee shall accept the Donation and use it in the manner and on the terms established by this Agreement.
   2. The amount of cash donated is \_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_) rubles 00 kopecks.
2. **TERMS AND CONDITIONS OF USE OF THE DONATION**
   1. The Donation is made to replenish Special-Purpose Capital No. 2 formed by the Donee in accordance with Federal Law No. 275-FZ dated 30.12.2006 “On the Procedure for the Formation and Use of Special-Purpose Capital of Non-Profit Organizations” for a period of 100 (one hundred) years to finance activities in the area of of education and science, in support of the students of the master’s degree, researchers and professors, as well as the scientific journals.
   2. If the use of the Donation for the designated purposes specified in paragraph 2.1 hereof becomes impossible due to changes in circumstances, the Donation may be used for other designated purposes only with the consent of the Donor.
   3. Any use of the Donation not in accordance with the designated purpose indicated by the Donor or any change of such designated purpose in violation of the rules established in clause 2.2 hereof entitles the Donor, his/her heirs or other successors to demand the cancellation of the Donation. The amount of claim of the Donor or his/her successors to the Donee in the event of cancellation of the Donation may not exceed the amount of the Donation.
3. RIGHTS AND OBLIGATIONS OF THE PARTIES
   1. The Donor shall make the Donation to the Donor by transferring money to the settlement account of the Donee specified in this Agreement within 15 (fifteen) business days after the signing of the Agreement the Parties.
   2. The Donee may refuse from the Donation at any time prior to the transfer of the Donation to it. Such a refusal of the Donee from the Donation shall be made in writing. In this case, this Agreement shall be deemed terminated from the date of receipt of such refusal by the Donor.
   3. The Donor may receive information on the income from trust management of the special-purpose capital and on the use of income from the special-purpose capital, to which the Donor has transferred the funds specified in clause 1.2 hereof, in accordance with the procedure established by Federal Law No. 275-FZ dated 30.12.2006 “On the Procedure for the Formation and Use of Special-Purpose Capital of Non-Profit Organizations”.
   4. The Donee may use an amount not exceeding 15% of the income from trust management of assets constituting the special-purpose capital or not exceeding 10 percent of the amount of income from the special-purpose capital received in the reporting year to cover administrative and management expenses related to the implementation of activities financed by income from the special-purpose capital. Such income from the special-purpose capital may include up to 10% of the book value of the property constituting the special-purpose capital for the reporting year, if it is provided for by the financial plan of the non-profit organization of the Donee.
   5. The Donee may use an amount not exceeding 5 (five) percent of the amount of the Donation to cover administrative and management expenses referred to in paragraph 3 of Article 3 of Federal Law No. 275-FZ dated 30.12.2006 “On the Procedure for the Formation and Use of Special-Purpose Capital of Non-Profit Organizations”.
4. **RESOLUTION OF DISPUTES**

4.1. This Agreement and relations of the Parties under it shall be governed by the laws of the Russian Federation.

4.2. All disputes arising in connection with the execution, interpretation, implementation or termination of this Agreement shall be resolved amicably through negotiations between the Parties, and if they cannot be resolved through negotiations, such disputes shall be resolved by a court in accordance with the laws of the Russian Federation subject to the compulsory pre-litigation (out-of-court) dispute resolution procedure as provided for in clauses 4.3 - 4.5 hereof.

4.3. If no agreement can be reached through negotiations specified in clause 4.2 hereof, the Party concerned shall submit a complaint in writing signed by an authorized person. Such complaint shall be sent using means of communication that ensure registration of its sending (by registered mail, telegraph, etc.) and receipt, or shall be served on the other Party against an acknowledgement of receipt.

4.4. A complaint shall be accompanied by documents that substantiate the claims of the Party concerned (if they are unavailable to the other Party), and documents confirming the authority of the person who signed the complaint. These documents shall be submitted in the form of properly certified copies. A complaint submitted without documents confirming the authority of the person who signed it shall be regarded as not submitted and shall not be considered.

4.5. The Party to which a complaint is sent shall consider the received complaint and notify the Party concerned of the results in writing within 20 (twenty) business days from the date of receipt of the complaint.

4.6. If controversies are not settled through the out-of-court procedure or if no reply to a complaint is received within the period specified in clause 4.5 hereof, the dispute shall be submitted for resolution to an Arbitration Court at the location of the Donee. This Agreement shall be governed by, and interpreted in accordance with, the laws of the Russian Federation.

1. **MISCELLANEOUS** 
   1. This Agreement shall become effective from the date of its signing by authorized representatives of the Parties and shall remain in force until the complete fulfillment by the Parties of their respective obligations under the Agreement.
   2. This Agreement may be terminated before the expiration of its term at any time by a written instrument signed by the Parties, or for other reasons provided for in the laws of the Russian Federation and this Agreement.
   3. The Parties agree that all information that became known to the Parties during the implementation of this Agreement shall be confidential and shall not be disclosed unless the consent of the other Party is received, except when such information must be transferred pursuant to lawful and reasonable request of the competent governmental authorities in accordance with the laws of the Russian Federation.
   4. Any amendments, supplements or annexes to this Agreement shall be in writing and signed by duly authorized representatives of the Parties. All amendments, supplements or annexes made in the appropriate form and in accordance with the terms and conditions of this Agreement shall be incorporated in and made an integral part hereof.
   5. All other matters that are not covered by this Agreement shall be governed by the laws of the Russian Federation.
   6. This Agreement is made in 2 (two) copies of equal legal force, 1 (one) copy issued to each of the Parties.
2. **ADDRESSES, BANKING DETAILS AND SIGNATURES OF THE PARTIES**

|  |
| --- |
| **The Donor:** |
| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |

**The Donee:**

|  |
| --- |
|  |
| **GARAGE MCA Endowment Fund**  9/32 Krymsky Val st., 119049, Moscow, Russia  Billing information:  Account number: 40701810001850000365 AO “ALFA-BANK”  SWIFT-code: ALFARUMM  TIN 7706462070, IEC 770601001  OGRN 1187700020276  BIC 044525593  Corresponding account:  30101810200000000593  **Director  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ A. S. Svistunov** |