# Donation agreement on raising the endowment capital

# “Development of youth projects

# and student trade union of SPbPU”

**№**

St.Petersburg « » 20\_\_

,

(Name Surname)

hereinafter referred to as the “**Donator**”, and the **Endowment Fund of Peter the Great St. Petersburg Polytechnic University**, represented by the Executive Director Olga Valentinovna Novikova, acting in accordance with the Charter, hereinafter referred to as the “**Fund**”, hereinafter together referred to as the “Parties” have signed this Agreement on the following:

## Subject

* 1. In accordance with this Agreement, the Donator gratuitously transfers to the Fund monetary funds in the amount of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_) rubles 00 kopecks,

not subject to VAT.

(amount expressed in words)

* 1. The Donator transfers to the Fund, by means of a bank transfer to the current account of the Fund, the funds specified in clause 1.1. of this agreement in order to replenish the endowment capital “Development of youth projects and student trade union of SPbPU” in accordance with the On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006.

## Rights and obligations of the parties

* 1. Obligations of the Donator:

The Donator transfers to the Fund's current account specified in clause 5 of this Agreement, including using bank cards, the amount of donations specified in clause 1.1. of this Agreement, at a time and in full within 5 (five) working days from the date of signing the Donation Agreement. Monetary funds are considered transferred to the Fund from the date they are charged to the current account of the Fund.

* 1. The rights of the Donator, his heirs or other legal successors:
     1. The Donator, his heirs or other successors have the right to receive information on income from trust management of the endowment capital, on the use of income from endowment capital within the time frame and in the manner established by On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006 and this Agreement, that regulate the procedure for the Donator to contribute funds, as well as securities, real estate to replenish the endowment capital.
     2. The Donator, his heirs or other successors have the right to demand the cancellation of the donation if such a donation transferred to replenish the endowment capital is not used in accordance with the purpose specified in this Agreement, or if the change in this purpose was made in violation of the rules provided for in clause 4 of the Article 582 of the Civil Code of the Russian Federation, as well as in the case of misuse of income from endowment capital.
     3. The Donator, his heirs or other legal successors have the right to demand the cancellation of the donation transferred to replenish the endowment capital only after sending a written notification to the Fund about the need to use the donation in accordance with the purpose specified in this Agreement, or the need to eliminate within a reasonable time the violations provided for in clause 4 of the Article 582 of the Civil Code of the Russian Federation, or the need for the permitted use of endowment income.
     4. The amount of claims made by the Donator, his heirs or other legal successors to the Fund in case of cancellation of the donation cannot exceed the amount of the donation.
     5. A Donator whose donation amounts to more than 10 percent of the book value of the property that constitutes the endowment capital, as of the last reporting date, has the right to demand that he or his representative shall be included in the Board of Trustees of the Fund.
  2. Obligations of the Fund:
     1. Use the donation solely for the purposes specified in clause 1.2 of this Agreement.
     2. Transfer the funds received for replenishment of the formed endowment capital into the trust management by the managing company within 30 (thirty) calendar days from the date of their receipt. Upon receipt of securities, immovable property for replenishment of the endowment capital in accordance with Part 3 of Article 4 of On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006, the Fund is obliged to transfer this assets to the trust management by the managing company within 30 days from the date of transfer of ownership of this assets to the Fund.
     3. Provide the Donator, his heirs or other legal successors with the information provided for in the Part 1 of the Article 5 of On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006, within the time frame and in the manner established by the On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006.
     4. Provide reports on the replenishment of the endowment capital, on its use and on the distribution of income from the endowment capital in the manner established by the On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006.
     5. Take a decision on the dissolution of the endowment capital in the cases established by the On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006.
  3. Rights of the Fund:
     1. Upon dissolution of the endowment capital, the supreme governing body of the Fund, in agreement with the Board of Trustees of the Fund, has the right to make one of the decisions:
* on the transfer of the remaining part of the assets that constituted the endowment capital to another non-profit organization for the formation or replenishment of the formed endowment capital,
* on the use of the remaining part of the assets that constituted the endowment capital for the purposes determined by the decision of the Board of Trustees of the Fund, in accordance with the financial plan of the Fund.
  + 1. The Fund has the right to use for administrative and management expenses specified in the Part 3 of the Article 3 of the On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006, no more than 5 (five) percent of the donation amount specified in this Agreement.
    2. Income from endowment capital may include up to 10 (ten) percent of the book value of the assets constituting endowment capital for the reporting year, if this is not prohibited by the Donation Agreement or the Donator's will and provided for by the Fund's financial plan.
    3. The Fund has the right to use for the expenses specified in the Part 3 of the Article 3 of On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006, and for transferring income from endowment capital to recipients, not all income received from trust management of assets constituting the endowment capital, upon fulfillment of obligations under the Donation Agreement, under the will, or in cases provided for by On the procedure for the formation and use of the target capital of non-profit organizations: Federal Law No. 275-FZ of December 30, 2006, and decisions Board of Trustees. At the same time, the amount of used earnings from trust management of assets that constitutes the endowment capital must be at least 25 percent of such income for three consecutive years.

## Liability of the parties

3.1. In case of failure to fulfill or improper fulfillment of obligations under this Agreement, the Parties shall be liable in accordance with the current legislation of the Russian Federation.

## Force majeure

* 1. The parties are exempt from liability for partial or complete failure to fulfill obligations under this Agreement if it was the result of force majeure circumstances (in particular, fires, floods, earthquakes, armed hostilities, riots).
  2. The party which faced with the impossibility of fulfilling obligations must notify the other party in writing within ten days of the occurrence of the above circumstances. If these circumstances last more than three months, then each of the parties will have the right to cancel the Agreement in whole or in part. In this case, none of the parties will have the right to demand from the other party compensation for possible losses.

## Details of the Fund for donation transfer

**Beneficiary:**

## Endowment Fund of SPbPU

TIN / RRC: 7804290380/780401001 Primary National Registration Number (OGRN): 1127800003088

Current account 40703810690550000053

PJSC "Bank Saint-Petersburg",

Correspondent account 30101810900000000790 at the NORTH-WEST Main Department of the BANK OF RUSSIA, Bank identifier code (BIC) 044030790

**Nature of payment:**

**Donation made by to replenish endowment**

**(Name Surname)**

**“Development of youth projects and student trade union movement of SPbPU”**

## Contract validity period

6.1. This Agreement comes into force from the date of its signing by both Parties and is valid until the Parties fully fulfill their obligations in accordance with the terms of this Agreement.

## Other terms and conditions

* 1. All amendments and modifications hereto are valid if they are made in writing, signed by both Parties and sealed by the Foundation.
  2. The address of the website on the Internet used by the Fund to post information provided for in this Agreement is as follows: [https://community.spbstu.ru/](https://community.spbstu.ru/documents/)
  3. In all other issues that are not provided for in this Agreement, the parties shall act in compliance with the current legislation of the Russian Federation.
  4. All disputes and disagreements that may arise between the parties shall be resolved by means of negotiations in accordance with the current legislation, and unsettled disputes are resolved in the court of general jurisdiction of St. Petersburg.
  5. This Agreement is made in two duplicates, having the same legal force, one for each of the parties.
  6. The Donator agrees to the processing of his personal data in accordance with Art. 9 of the Federal Law of July 27, 2006 No. 152-FZ “On Personal Data”.

## Addresses and details of the parties

Donator

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Passport: passport serial number \_\_\_\_\_\_\_№ issued\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

date of issue ­­­­­­­­­­­\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

issuing authority code ­­­­­­\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Fund

Endowment Fund of Peter the Great St. Petersburg Polytechnic University

Legal address:

195251, St.Petersburg, 29, Polytechnicheskaya St.

Postal address:

195251, St.Petersburg, 29, Polytechnicheskaya St.

TIN / RRC: 7804290380/780401001 Primary National Registration Number (OGRN): 1127800003088

Current account 40703810690550000053

PJSC "Bank Saint-Petersburg",

Correspondent account 30101810900000000790 at the NORTH-WEST Main Department of the BANK OF RUSSIA,

Bank identifier code (BIC) 044030790

Donator Executive Director

(Signature) (Name)

O.V. Novikova Seal