**DONATION AGREEMENT**

**Agreement number: 004899/2019/00**

**Bruker BioSpin GmbH**
Registered office: Rudolf-Plank-Str. 23 – 76275 Ettlingen - Germany

Company ID: Commercial register, Mannheim HRB 10 23 68

VAT ID: DE 143 239 759

Bank details:

xxxxxxxxxxxxxxxxx

IBAN: xxxxxxxxxxxxxxxxx

SWIFT: xxxxxxxxxxxxxxxxx

Represented by: xxxxxxxxxxxxxxxxx

contact email address: xxxxxxxxxxxxxxxxx

as one party (hereinafter referred to as "Donor"),

and

**Brno University of Technology**

**Central European Institute of Technology** (CEITEC BUT)

Registered office: Purkyňova 656/123, 612 00 Brno

Company ID: 00216305

VAT ID: CZ00216305

Public college, not subject to registration in the Company Register

Represented by: prof. Ing. Radimír Vrba, CSc., Director of CEITEC BUT

Bank details: account No. xxxxxxxxxxxxxxxxx

IBAN: xxxxxxxxxxxxxxxxx

SWIFT: xxxxxxxxxxxxxxxxx

Represendative for negitiations: xxxxxxxxxxxxxxxxx

as the second party (hereinafter referred to as ''Donee'')

(the Donor and Donee also referred to individually as a “Party” and collectively as “Parties”)

conclude under § 2055 and the following provisions of Act No. 89/2012 Coll. of the Civil Code as amended, this Donation Agreement:

# I. Subject Matter of Agreement

1. On the basis of this Agreement, Donor shall donate to the Donee a financial sum in the amount of 3 000 EUR and the Donee shall adopt the Donation into his ownership.
2. Donor provides the Donee with the financial sum as stated in section 1, for the purpose of organization of xxxxxxxxxxxxxxxxxxxxxxxxx, taking place in Czech Republic.
3. If the Donee fails to use the donation for the purpose as stated in section 2, the Donor shall be entitled to request returning of the donation.
4. The donation is rendered for drawing for an indefinite period, up to full utilisation for the above stated purpose.
5. The Donor agrees to its identification in the promotional material of CEITE BUT, such as the websites of CEITEC BUT and xxxxxxxxxxx.

# II. Rights and Obligations of Parties

1. The donation as defined in article I. of this Agreement shall be provided by the Donor to the Donee within 60 working days after signing this Agreement.
2. Any payment of the Donation shall be paid by the Donor to the Donee by a wire transfer to the bank account of the Donee stated in this Agreement.
3. The Donee undertakes to use the Donation only for purposes specified in the article I. of this Agreement.
4. The Donee undertakes to submit to the Donor any time on the basis of Donor’s request documents evidencing the utilization of the Donation for the purpose agreed hereunder.

# III. Final Provisions

1. The Agreement is executed in English version in four counterparts two copies hereof for each party.
2. Parties hereto acknowledge the fact that this agreement is subject to obligatory publication under the Czech Act No. 340/2015 Coll. On Special Conditions of Effect of certain Contracts, Publication of these Contracts and on the Register of Contract (Act on the Register of Contracts) due to the fact that the value of this agreement exceeds CZK 50 000 without VAT.
3. The rights and obligations of Parties not covered by this Agreement shall be governed by the laws of the Czech Republic. The court responsible for the proceedings shall be the Municipal Court in Brno or Regional Court in Brno, Czech Republic.
4. This agreement is concluded as of the date of appending of signatures of authorized representatives of the parties hereto and comes into effect as of the date of its publication in the Register of Contracts in accordance with the aforementioned act.
5. Contractual parties declare that they have read this Agreement prior to its undersigning, understand its terms and agree with its content. The parties also acknowledge that this agreement has not been made under duress and under conspicuously disadvantageous conditions.

|  |  |
| --- | --- |
| In Ettlingen on: 11. 02. 2019 | V Brně dne: 08. 03. 2019 |
| For Donor: | For Donee: |
| ………………………………………….Patrick Minhorst | ……………………………….…………..prof. Ing. Radimír Vrba, CSc.Director of CEITEC BUT |