

DONATION AGREEMENT

Agreement No. JMK063768/20/OVV

Contracting Parties:

1. South Moravian Region

represented by: JUDr. Bohumil Šimek, South Moravian governor
Registered office: Žerotínovo nám. 449/3, 601 82 Brno
Reg. No.: 70888337
VAT reg. No.: CZ70888337
Contact: Mgr. Tomáš Maluška, head of foreign relations
phone: 
e-mail: 
registered to VAT

(hereafter also "*Donor*")

and

2. Hainan Province, People's Republic of China

represented by: Wang Sheng, Foreign Affairs Office of Hainan Province
Registered office: Guoxing Avenue No. 9, Meilan District, 570204 Haikou
city, Hainan Province, Čínská lidová republika
Reg. No.: 114600000081748307
Contact: Ms. Liu LIU (Division Director of Foreign Affairs Office of
Hainan Province)
tel: 
e-mail: 

(hereafter also "*Recipient*")

enter in accordance with clause 2055 and following of act No. 89/2012 coll. of the Civil Code
this

DONATION AGREEMENT

Article I. Contract Subject

The subject matter of this Agreement is the provision of material donation consisting of:

- a) **respirator GVS Segre FFP3 RD – 100 units** (in words: one hundred units) in a total value of CZK 40 000 excl. VAT (CZK 48 400 including VAT),
- b) **respirator Spirotek SH3300V FFP3 NR – 153 units** (in words: one hundred and fifty-four units) in a total value of CZK 61 200 excl. VAT (CZK 74 052 including VAT),
- c) **respirator Aura 3M 9332+ – 466 units** (in words: four hundred and sixty-seven units) in a total value of CZK 186 400 excl. VAT (CZK 225 544 including VAT),

i.e. provision of material donation in a total value of CZK 287 600 excluding VAT and 347 996 including VAT.

Article II

Agreement purpose

1. The purpose of this Donation Agreement is to support South Moravian's partner region Hainan in the People's Republic of China in its effort to fight the Covid-2019 coronavirus epidemic. For this purpose, the entities mentioned above enter into this Donation Agreement which provides material donation according to article 1 hereof to the Recipient to help the Recipient fight the spread of the Covid-2019 coronavirus infection.
2. The Donor shall transfer the ownership of the subject matter hereof free of charge and commits to give the material donation to the Recipient to support Recipient's effort in the fight with the Covid-2019 coronavirus epidemic. The Recipient commits to accept the donation.
3. The Donor commits to provide the donation specified in Article I hereof to the Recipient and the Recipient commits to accept the donation.
4. The donation is provided in accordance with act No. 129/2000 coll. on regions (regional establishment), as later amended, and with act No. 250/2000 coll. on the budget rules of regional budgets, as later amended.

Article III

Donation delivery

The material donation will be delivered to the Recipient within 30 days since the effect date hereof and an acceptance certificate will be signed by the legal representatives of both parties and sent to the Donor via e-mail to the contact specified herein within 15 days since donation acceptance.

Article IV

Rights and duties of the Recipient

1. The recipient is entitled to **use the donation for the purpose** mentioned herein to fight the spread of the Covid-2019 coronavirus infection, as provided in the provisions of Article II par. 1 hereof.
2. The Recipient can change the use of the donation only with **Donor's prior written consent**. An amendment hereto, with the required change being the subject matter thereof, shall be considered as such written consent.
3. If the Recipient cannot use the donation, for whatever reason, for the purpose agreed in Article II, it is obliged to notify the Donor without delay. The Donor may then request the return of the donation.
4. The Recipient shall provide a written report about the **use of the donation in accordance with the Agreement** to the Donor within 90 days since donation acceptance and the report shall be sent to the Donor via e-mail to the contact specified herein.

5. The Recipient is obliged to use the donation **as much economically as possible** and only for the purpose stated in Article II par. I hereof.
6. The Recipient commits to allow the Donor to inspect whether the donation was used for the intended purpose. The Recipient shall provide the necessary cooperation for this.
7. The Recipient commits to **keep the good name of the Donor** and use the donation in accordance with the legal regulations and terms and conditions of this Agreement.
8. The Recipient grants with its signature under the text of this Agreement its express **consent with the publishing of its name, registered office, registration number, terms and conditions, donation subject and purpose** as contained herein and/or other information stated in special legal regulations.

Article V. Agreement termination

1. The relationship resting upon this Agreement can be terminated by means of a **written agreement** between the Contracting Parties or by **withdrawing** from this Agreement.
2. In case of a material breach of this Agreement by the Recipient, the Donor can withdraw from this Agreement.
3. A **material breach** shall primarily mean:
 - a) failure to comply with the regulations of the Czech Republic when using the donation.
 - b) failure to use of the donation (or its parts) for the intended purpose.
4. If any Contracting Party withdraws from this Agreement, the Donor can request the return of the donation within 90 days after the delivery of the written withdrawal notice or a payment of the value of the material donation as stated in Article I. hereof.
5. The rights and duties of the Contracting Parties shall survive the withdrawal herefrom.
6. Any claim to compensation of damage arising from the breach hereof or legal regulations shall not be affected by the withdrawal.
7. The withdrawal herefrom must be made in writing and the reason for withdrawal must be mentioned. The withdrawal is effective upon delivery of the withdrawal notice to the other Contracting Party. In case of any doubts, the withdrawal notice shall be considered as delivered in 20 days since dispatch.

Article VI Final provisions

1. The contact specified herein or any other legal representative of the South Moravian Region is entitled to legal action hereunder unless otherwise stated in this Agreement. This provision does not not apply to signing amendments hereto or to negotiations regarding the termination of the relationship based on this Agreement.

2. This Agreement will be published in the Contract registry in accordance with act No. 340/2015 Coll. on the special terms and conditions of the effect of some agreements, the publishing of such contracts and on the contract registry (Contract Registry Act), as later amended (hereafter only "act No. 340/2015 coll."). The Contracting Parties agreed that the Donor shall file the request for contract publishing in the registry.
3. This Agreement shall **become valid** on the day on which it was signed by both Contracting Parties and **effective** on the day on which it was published in the **Contract Registry** in accordance with act No. 340/2015 coll.
4. Any changes hereto can be made only by means of written **amendments**, numbered in an ascending order, following prior agreement between the Contracting Parties. Any request from the Recipient for an amendment must be delivered to the Donor no later than **two months** before the expiration of the donation use period unless the Donor agrees otherwise with the Recipient. Any other amendment hereto that is not in writing and was not approved by the South Moravian Assembly is invalid.
5. The Contracting Parties agreed that the contractual relationship based on this Agreement shall be governed by the applicable legal code of the Czech Republic.
6. Legal relationships not expressly governed by this Agreement shall be governed by the respective provisions of act No. 89/2012 Coll. of the Civil Code, as later amended.
7. Any disputes between the Contracting Parties arising herefrom or in connection herewith shall be preferably solved amicably. The Contracting Parties agreed that the Czech court in the place of registration of the Donor shall decide possible disputes if no amicable solution could be reached.
8. This Agreement was made **in two original counterparts in the English language and in two counterparts in the Czech language**. Every Contracting Party shall receive one copy of each language version. When signed, the Agreement shall be sent to the Donor via e-mail to posta@kr-jihomoravsky.cz.
9. The Contracting Parties represent that they are familiar with the content with this Agreement, agree with its content and state that the Agreement was written based on true data, according to their true and free will and in accordance with the public order and good manners, in witness of they append their signatures.
10. The Recipient confirms with its signature that the information stated herein, particularly its name, registered office and registration number, is correct.

Clause according to § 23 of act No. 129/2000 coll. on regions (regional establishment), as later amended:

The South Moravian Assembly decided about the provision of this donation in accordance with the provisions of clause 36 lit. b) of act No. 129/2000 coll. on regions (regional establishment), as later amended, at its 29th meeting held on 02/27/2020 through decision No. 2569/20/Z29.

In Brno, dated 09. 03. 2020

In Haikou, dated 2020.02.28

.....
South Moravian Region
(Donor)

.....
Hainan Province
(Recipient)