

**MUI\II**

**DAROVACÍ SMLOUVA DONATION AGREEMENT**

Uzavrena podle § 2055-2078 zakona c. 89/2012 Sb., Concluded under Section 2055-2078 of Act No. 89/2012 Coli., The

obcansky zakonik, ve zneni pozdejsich pfedpisu (dale jen

,obcansky zakonik"), mezi smluvnimi stranami:

**European Research Initiative on CLL**

C/o Klinik fiir Medizin

Joseph-Stelzmann-Str. 9

DE 50931 Ki:iln, Germany

DE300202219

Zastoupena: xxxxx

(dale jen ,darce")

a

**Masarykova univerzita**

**Sti'edoevropskj technologickj institut**

Se sidlem: Zerotinovo nam. 617/9, 601 77 Brno Korespondencni adresa: Kamenice 753/5, 625 00 Brno IC: 00216224

DIG: CZ00216224

Bankovni spojeni: xxxxx

IBAN: CZ2101000001156793460257

SWIFT: KOMBCZPPXXX

Zastoupena:xxxxx

verejna vysoka skola podle zakona c. 111/1998 Sb., nezapsana v obchodnim rejstfiku

(dale jen ,obdarovanf)

I.

1. Darce se na zaklade teto smlouvy zavazuje poskytnout obdarovanemu bezplatne financni dar ve vysi 16.806,72

EUR (slovy: sestnact tisic osmset sest EUR, sedmdesatdva centy) (dale jen ,dar") a to do 60 dnu od podpisu teto smlouvy obema smluvnimi stranami bezhotovostni jednorazovou platbou na ucet obdarovaneho uvedeny v zahlavi teto smlouvy. Darce uvede pfi poukazani daru na ucet die pfedchozi vety variabilni symbol **71.**

2. Dar splnuje podminky § 20 odst. 8 zakona c. 586/1992

Sb., o danich z pfijmu, ve zneni pozdejsich predpisu.

Civil Code, as amended (hereinafter referred to as the "Civil Code")

between the contracting parties:

**European Research Initiative on CLL**

C/o Klinik fUr Medizin

Joseph-Stelzmann-Str. 9

DE 50931 Ki:iln, Germany

DE300202219

Represented by: xxxxx

(hereinafter referred to as "Donor")

and

**Masaryk University**

**Central European Institute of Technology** Registered office: Zerotinovo nam. 617/9, 601 77 Brno Correspondence address: Kamenice 753/5, 625 00 Brno ID No.: 00216224

VAT ID No.: CZ00216224

Bank details: xxxxx

IBAN: CZ2101000001156793460257

SWIFT: KOMBCZPPXXX

Represented by: xxxxx

public university established by Act No. 111/1998 Coli., not listed in the Commercial Register

(hereinafter referred to as "Donee")

I.

As set forth by this Agreement, the Donor agrees to provide the Donee with donation in the form of a cash consideration amounting to EUR 16.806,72 (in words: sixteen thousand eight hundred six EUR seventytwo cents) (hereinafter referred to as "Donation") within

60 days since signing of this Agreement by both contracting parties; one-off payment shall be sent on the Donee's bank account stated hereinabove. The Donor shall use identification symbol **71** for the transfer.

The Donation meets all conditions stipulated in Section 20(8) of Act

No. 586/1992 Coil., on Income Tax, as amended.

II.

1. Obdarovany dar prijlma a zavazuje se pouzit Iento dar na pokryti nakladu na aktivity obdarovaneho v ramci TP53 Network of European Research Initiative on CLL (ERIC}, tj. zejmena organizovani Externiho hodnoceni kvality (External Quality Assessment) mutacni analyzy TP53 (Certification of TP53 mutational analysis), TP53

Rounds 9 & 10, a na cesty a meetingy organizovane v ramci ERIC.

Ill.

1. Darce prohlasuje, ze je srozumen se skutecnosti, ze obdarovany je osobou povinnou ve smyslu zakona c.

106/1999 Sb., o svobodnem pristupu k informacim, ve zneni pozdejsich predpisu, a je tak povinen o teto smlouve a pravnim vztahu ji zalozenem zpristupriovat vsechny informace, ktere zakon ze zpristupriovani nevylucuje.

2. Dale bere darce v}'slovne na vedomi, ze tato smlouva bude po jejim uzavreni uverejnena obdarovanym v registru smluv podle zakona c. 340/2015 Sb., o zvlastnich podminkach ucinnosti nekter}'ch smluv, uverejriovani techto smluv a o registru smluv (zakon o registru smluv), ve zneni pozdejsich predpisu. Smluvni strany soucasne prohlasujl, ze tato smlouva neobsahuje zadne obchodni tajemstvi.

IV.

1. Pokud tato smlouva nestanovi jinak, plati o pravech a povinnostech darce a obdarovaneho prislusna ustanoveni obcanskeho zakoniku.

2. Tato smlouva je uzavrena dnem podpisu smluvnich stran a nab}'va ucinnosti uverejnenim v rejstriku smluv die zakona 0 registru smluv.

3. Tato smlouva je sepsana ve dvou vyhotovenich, z nichz

kazda smluvni strana obdrii po jednom vyhotoveni.

4. Smluvni strany prohlasuji, ze tato smlouva vyjadruje jejich skutecnou, svobodnou, vaznou vuli prostou omylu. Smluvni strany smlouvu precetly, s jejim obsahem souhlasi, coz stvrzujl vlastnorucnimi podpisy.



On behalf of Donor:

**xxxxxx**

II.

The Donee desires to accept the Donation and agrees to use this contribution to cover the costs of their own activities within TP53

Network of European Research Initiative on CLL (ERIC), in particular

organizing the External Quality Assessment of Certification of TP53 mutational analysis, TP53 Rounds 9 & 10, as well as to cover the travel costs and organization of meetings within ERIC.

Ill.

The Donor declares to be aware of the fact that the Donee is obliged to act in compliance with Act 106/1999 Col., on Free Access to Information, as amended; and therefore the Donee is obliged to disclose any information regarding this Agreement and related legal relations which are not excluded from the duty of disclosure by law.

Furthermore, the Donor is explicitly aware of the fact that after conclusion hereof the Agreement shall be disclosed (published) by the Donee in the Register of Contracts pursuant to Act No. 340/2015

Coli., on Special Conditions for Effectiveness of Certain Contracts, the Disclosure of these Contracts and the Register of Contracts (Act on the Register of Contracts), as amended. The contracting parties concurrently declare that this Agreement does not include any trade secrets.

IV.

Unless otherwise specified by this Agreement, the rights and obligations of the Donor as well as of the Donee shall be governed by the relevant provisions of the Civil Code.

This Agreement shall be deemed to have been concluded on the

date of its signing by both parties, and it shall be effective on the date of its publishing in the Register of Contracts according to the Act on the Register of Contracts.

This Agreement shall be executed in two counterparts, whereas each party shall receive one counterpart.

Both parties declare that they conclude this Agreement of their true and free will; in witness whereof, the parties have attached their respective signatures hereunder.

In Brno, on 

On behalf of Donee·

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