

## DONATION AGREEMENT

### Parties:

#### Palacký University Olomouc

A public university under Act No. 111/1998 Sb., on higher education institutions and on the amendment and modification of other acts (the Higher Education Act), as amended

Registered office: Křížkovského 511/8, Olomouc, Postcode: CZ-771 47, Czech Republic

ID No.: 619 89 592

Tax identification number: CZ00216275

Bank details:

Account number:

Constituent part: Faculty of Science of Palacký University Olomouc

Contact address: 17. listopadu 1192/12, 771 46 Olomouc, Czech Republic

Represented by: doc. RNDr. Martin Kubala, Ph.D., Dean of the Faculty of Science of Palacký University Olomouc

Person authorized to act in relation to the performance hereof:

(hereinafter the "University")

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#### Honeywell Aerospace Olomouc s.r.o.

Company registration: Commercial Register kept on file at the Regional Court in Ostrava, Section C, File 43409

Registered office: Nádražní 400, Hlubočky Mariánské Údolí, 783 65

ID No.: 25384961

Tax identification number: CZ00216275

Represented by: Ing. Martin Šebesta, Executive Director

Contact e-mail:

Person authorized to act in relation to the performance hereof:

(hereinafter the "Donor", the University and the Donor hereinafter collectively the "Parties")

enter, under Section 2055 et seq. of Act No. 89/2012, Civil Code, as amended  
(hereinafter the "Civil Code"), into this donation agreement (hereinafter the "Agreement"):

### Article 1

#### Subject-matter

- 1.1. This Agreement provides for the monetary gift of **CZK 150 000** (hereinafter the "Gift") provided by the Donor to the University. The Donor has decided to provide the Gift in line with its objective to support the research and educational activities of the University.

### Article 2

#### Purpose of Gift

- 2.1. The Gift provided under Article 1 hereof will be used to **fund the development of an interactive educational exhibit - TFE731 engine model used to support informal education and presentation of the Company under the Honeywell mark. The exhibit will be on display in the Fort Science for a minimum of 6 years.** The Donor shall transfer the Gift amount within 15 days after the effective day hereof to the University's account specified in the heading hereof; payment identifier to be used for the payment: 3740.

- 2.2. The University accepts the Gift and agrees to use the Gift in compliance with the purpose defined above.

### **Article 3**

#### **Miscellaneous**

- 3.1. The Donor may post the Gift as a tax deduction to reduce the income tax base in accordance with Section 20(8) of Act No. 586/1992 Sb., on Income Taxes, as amended.
- 3.2. If requested by the Donor in writing, the University agrees to issue any statements that may be needed for tax purposes after the amount has been credited to the bank account specified in the heading hereof and if required by the Donor for the purpose under Article 3.1.
- 3.3. The University represents that as a public higher education institution it is exempt from an income tax in the case of gratuitous money transfers under Section 19b(2) of Act No. 586/1992 Sb., on Income Taxes, as amended.
- 3.4. If the University uses the Gift for a purpose other than the agreed one, the Donor may withdraw from this Agreement under Section 2001 of the Civil Code and the University shall refund the entire amount.

### **Article 4**

#### **Final Provisions**

- 4.1. Legal relations not expressly regulated by this Agreement will be governed by the Civil Code.
- 4.2. This Agreement may only be amended by means of written amendments signed by authorized representative of both Parties; the amendments will be assigned consecutive numbers.
- 4.3. The Parties declare that this Agreement expresses their true and free will; in witness whereof they attach their signatures.
- 4.4. The Parties understand that this Agreement, including its Annexes and any amendment that may be made is subject to mandatory registration in the Register of Contracts under Act No. 340/2015 Sb., on special requirements for certain contracts to take effect, on the publication of such contracts and on the register of contracts ("Register of Contracts Act"), as amended.
- 4.5. This Agreement comes into force once it has been signed by authorized signatories of the Parties and comes into effect once it is published in the Register of Contracts in compliance with the Act.
- 4.6. The publication will be carried out by the University that will notify the other Party thereof without undue delay by e-mail sent to the e-mail address of the other Party specified in the heading hereof.
- 4.7. This Agreement has been drawn up in three copies having equal force and effect; the University will receive two copies and the Donor will receive one copy.
- 4.8. The Parties acknowledge that no mutual performance will be provided before the Effective Date hereof.

In Olomouc on 13. 09. 2023

On behalf of the University:

doc. RNDr. Martin Kubala, Ph.D.  
Dean of the Faculty of Science  
of Palacký University Olomouc

In Olomouc on

08-IX-2023

On behalf of the Donor:

Ing. Martin Šebesta  
Executive Director

DocuSigned by:

Martin Šebesta

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