

DONATION AGREEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

This Donation Agreement (**Agreement**) is made and entered into by and between:

The Embassy of the Republic of the Philippines in the Czech Republic with office address at Senovážné náměstí 992/8, 110 00 Prague 1, Czech Republic, represented by [REDACTED] hereinafter referred to as "the Embassy/ Donor"

and

The Palacký University Olomouc located at Křížkovského 511/8, 779 00 Olomouc, Czech Republic, ID number: 619 89 592, Faculty of Arts, represented by its Dean, doc. Mgr. Jan Stejskal, M.A., Ph.D., hereinafter referred to as "UPOL/ Donee."

Both PARTIES to be jointly hereinafter referred to as the "Parties" and individually as "Party."

WHEREAS:

- A. The Donee, UPOL, an internationally respected and scientifically and academically highly productive university in Central Europe, focuses, inter alia, on educational, scientific, research, and other creative activities concerning languages and cultures in Asia region.
- B. The Donor, the Embassy, as the representative of the Philippine Government in the Czech Republic, desires to support UPOL's objectives (i.e., its academic courses on the Philippines) through the Philippine Studies Project (PSP), conducted and managed under its Department of Asian Studies, by providing a financial contribution ("Donation").

IT IS HEREBY AGREED AS FOLLOWS:

1. Donation and Acceptance

- 1.1. The Donor shall donate PHP300,000.00 (THREE HUNDRED THOUSAND PESOS) in lump sum, in the equivalent amount in Czech Koruna, based on the applicable exchange rate prevailing at the date of transfer, for the purpose of supporting activities and events to establish and advance the Philippine Studies Project (PSP) under the Department of Asian Studies of UPOL, the details of which are provided in the annex to this Agreement (The Project). The annex forms an integral part of this Agreement. Said amount shall be transferred to the bank account of UPOL stated below as Donee within thirty (30) calendar days after signing of this Deed of Donation by both Parties.

- 1.2. The Donee hereby agrees to accept the Donation from the Donor based on the terms and conditions as set forth herein.

2. Term

This Agreement shall commence on the Effective Date and remain in force for one year but not beyond 30 June 2026, unless otherwise earlier terminated by mutual agreement between the Parties.

3. The Project

The Project shall pertain to the activities undertaken by the Department of Asian Studies of UPOL under the PSP during the Winter Term (September to January) 2025-2026, which may be either of the following:

- 3.1. Filipino language course, introductory level (14 sessions)
- 3.2. Lecture series on history, culture, domestic, economic, and foreign and security policy of the Philippines (14 sessions)
- 3.3. Other activities and projects in pursuance of the stated objectives of the two parties, subject to the conditions as set out in this Agreement.

4. General Obligations of the Parties

- 4.1. The Parties hereby acknowledge and accept that regular consultations between the Parties on the focus areas of the activities and projects under PSP shall be mutually beneficial and will play an important factor in the success of the Project.
- 4.2. UPOL shall decide the way it will use the Donation, provided only that the Donation is to be used in connection with the Project and in pursuance of the Project's objectives.
 - 4.2.1. Manuscripts for publication, if any, will undergo UPOL's standard peer-review process, while visiting speakers or researchers under the Project will be decided upon by UPOL.
 - 4.2.2. The Embassy shall not receive any commercial benefit in return for this donation.
- 4.3. Parties agree that if there is a breach of any provision under this Agreement by a Party, the defaulting Party shall, where applicable, remedy such breach at its own cost as soon as possible, without prejudice to any other rights or remedies the other Party may have under this Agreement or otherwise.
- 4.4. This Agreement shall be governed by the laws of the Czech Republic and the

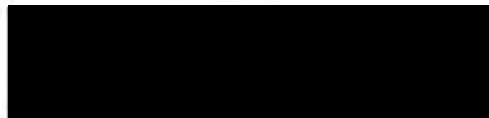
parties hereby submit to the non-exclusive jurisdiction of its courts.

5. Obligations of the Donor

The donation will be transferred to UPOL's stated bank account in one lump sum of PHP300,000 (THREE HUNDRED THOUSAND PESOS), the amount of which is converted in the equivalent amount in Czech Koruna, based on the applicable exchange rate prevailing at the date of transfer within thirty (30) calendar days after signing of this Deed of Donation by both Parties.

UPOL's Bank Account Details

Account Name:
Bank Name:
Bank account number:



6. Obligations of the Donee

6.1. UPOL shall provide the Donor with the following documentation:

6.1.1. A financial statement (the projects and activities and their corresponding expenses) pertaining to the end-of-UPOL's-financial year, per year of validity and existence of the donation; and

6.1.2. An updated List of Deliverables for the next year, if applicable.

6.1.3. The report shall be submitted to the Embassy not later than sixty (60) days from the start of the succeeding fiscal year. The Embassy shall then transmit the report to the Department of Foreign Affairs in Manila.

6.2. UPOL shall maintain true and accurate records necessary to demonstrate compliance with this Agreement, including regularly updating the pages and documents pertaining to the PSP in its website.

6.3. UPOL may acknowledge the Embassy and use its official logo in appropriate UPOL publications solely for the purpose of appreciation and recognition of the donation and upon prior written consent/ agreement of the Embassy. UPOL shall refer to the Embassy as "The Embassy of the Republic of the Philippines in Prague" in all acknowledgement wording.

7. Representations and Warranties

7.1. Each Party represents and warrants that:

7.1.1. It is duly incorporated and validly existing under the laws of the Czech Republic and is fully qualified and empowered to carry on its business/operations;

- 7.1.2. It has the requisite power and authority to enter into this Agreement and that there are no actions, suits or proceedings in existence or any threat thereof that might affect its ability to perform the obligations contemplated by this Agreement;
- 7.1.3. The signatures of the representatives below constitute valid and legally binding obligations, enforceable against each other's representation, in accordance with the terms of this Agreement; and
- 7.1.4. All authorizations, approvals, consents, licenses, assignments, exemptions, and other matters required or advisable in connection with the Donation and the performance of its obligations under this Agreement, have been obtained and shall also be maintained for the Term.

8. Variation

- 8.1. No amendment or variation to this Agreement shall take effect unless it is in writing, signed by the authorized representatives of each of the Parties on one deed and published in the Czech Register of Contracts.
- 8.2. The amount of donation under this Agreement may be further increased or its period of validity extended, both upon a positive assessment and recommendation of the Department of Foreign Affairs of the Republic of the Philippines.
- 8.3. Failure to comply with the obligations and commitments assumed by each of the Parties shall result in the termination of the Agreement. However, the termination shall not affect the activities in progress stated therein.

9. General Provisions

- 9.1. Agreement embodies the entire understanding between the Parties in respect of the matters set out in this Agreement, and any prior or contemporaneous representations, whether oral or written, are hereby superseded by this Agreement.
- 9.2. All notices and other communication to be given under or in connection with this Agreement shall be in writing and in English, and shall be delivered or sent to the following address and/or electronic mailing address:

To the Donee:

Palacký University Olomouc

Address: Křížkovského 511/8, 779 00, Olomouc, Czech Republic

Addressee: doc. Mgr. Jan Stejskal, M.A., Ph.D., Dean

Email:

Attention:



To the Donor:

Embassy of the Republic of the Philippines in Prague

Address: Senovazne namesti 992/8, 110 00 Prague, Czech Republic

Addressee: [REDACTED]

Email: [REDACTED]

- 9.3. The Parties to this Agreement, through their duly authorized representatives, certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.
- 9.4. The Parties take note of the fact that, pursuant to the Czech Act No. 340/2015 Coll., the Agreement is subject to obligatory publication in the Czech Register of Contracts. Due to this fact, under this law, the Agreement comes into effect as of the day of its publication in this register.
- 9.5. Both parties undertake to comply with all applicable data protection laws or other regulations when handling information related to this Agreement. Any information, personal data or document obtained in connection with this Agreement, shall not be disclosed to any third party or entity without the written consent of the other Party and shall continue even after the expiration or termination of this Agreement.

10. Effective Date

This Agreement takes effect on the day of its publication in the Czech Register of Contracts which shall not be later than 31 December 2025.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives on the 20th day of June 2025 in Olomouc, Czech Republic.

For the Embassy
of the Republic of the Philippines:

[REDACTED]

Ambassador

For the Palacký University
Olomouc:

[REDACTED]

doc. Mgr. Jan Stejskal, M.A., Ph.D.
Dean

Philippines Study Project - Plan for Offering an Academic Course
at Palacký University's Department of Asian Studies
in the winter term 2025/26 (September to January)

Total budget: 300,000 Philippine Peso (=4,800 Euro)

Coordinators at Palacký University: [REDACTED]

[REDACTED] and [REDACTED]

[REDACTED]

Palacký University plans to offer either a Filipino language course or a course on the history, culture and politics of the Philippines. Both courses are explained in more detail below and a breakdown of the budget is given.

Filipino Language Course, Introductory Level (14 sessions)

To promote Filipino language courses at the Department of Asian Studies, an introductory language course will be conceived. Important is that native speakers teach the courses. The concept foresees a pedagogically sound mix of in-class and online sessions. Language teachers living in the Philippines or any other country can thus interact with the students. However, in-class sessions are also crucial to practice Filipino language with native speakers. Thus, at least two sessions will be held in this format.

Budget breakdown

- Conception and organization of the course, including coordinating the invitation of the external lecturers: 500 EUR
- Honorarium for lecturers (online or in person): 14 x 250 EUR
- Travel and accommodation costs for two lecturers from Visegrad Four countries or Austria: 2 x 250 EUR
- Organization of a social event after the lecture of [REDACTED]
[REDACTED] to introduce Philippine Studies at Palacký University (catering): 300 EUR

Lecture Series on history, culture, domestic, economic, and foreign and security policy of the Philippines (14 sessions)

The aim of this course is to offer students at Palacký University first insights into the rich history of the Philippines and current developments. For this, specialists on the Philippines will be invited to give lectures. The lectures can be online or in person. Due to budgetary restrictions, however, the travel and accommodation costs of only two experts living in close geographic proximity to Olomouc invited can be acknowledged as eligible expenses. Online lectures offer the opportunity to invite Philippine academics living in the Philippines or any other countries to share their expertise with the UP students.

Selected sessions will be recorded and can thus be used in upcoming courses on the Philippines. Moreover, they can also be made available on the departmental website, so a broader public can gain more knowledge about the Philippines.

Budget breakdown

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- Travel and accommodation costs for two lecturers from Visegrad Four countries or Austria: 2 x 250 EUR
- Organization of a social event after the lecture of [REDACTED]
[REDACTED] to introduce Philippine Studies at Palacký University (catering): 300 EUR