

PUBLIC AGREEMENT
on charitable assistance (donation) for the needs
of the State Scientific and Technical Library of Ukraine

Kyiv

« 02 » 01. 2023 p.

"Donor", in the person of a natural or legal entity, acting on the basis of its own will, (hereinafter - "Party 1"), on the one hand,

and the State Scientific and Technical Library of Ukraine (hereinafter referred to as the "Beneficiary" or "Party 2"), represented by the Acting Director Iryna Olegivna Tsybenko, acting on the basis of Order No. 160-k dated December 19, 2022, together referred to as the "Parties",

who commit this agreement in accordance with Articles 720, 729 of the Civil Code of Ukraine, the Law of Ukraine "On Charitable Activities and Charitable Organizations", hereby agree to the terms, conditions and obligations set forth below:

1. SUBJECT MATTER OF THE CONTRACT

- 1.1. Party 1 provides, and Party 2 receives, gratuitous and non-repayable sponsorship assistance (charitable donation).
- 1.2. The Parties confirm that this Agreement is not intended to directly or indirectly generate profit for either Party.
- 1.3. The sponsorship assistance (charitable donation) provided by Party 1 to Party 2 is used by Party 2 exclusively for the statutory purposes of Party 2. In case of misuse of the sponsorship assistance (charitable donation) for purposes other than those designated, Party 2 shall be held responsible as provided by the current legislation of Ukraine.
- 1.4. The Parties undertake not to allow the use of the sponsorship assistance (charitable donation) provided under this Agreement for any purpose other than those set forth in this Agreement and the Charter of the State Scientific and Technical Library of Ukraine.

2. RIGHTS OF THE DONOR

- 2.1. Party 1 may provide sponsor support (charitable donation) to Party 2.
- 2.2. Party 1 has the right to use and disseminate information about its participation in supporting Party 2 in its Statutory activities.
- 2.3. Party 1 has the right to verify the compliance of Party 2's use of sponsor support (charitable donation) with the requirements of this Agreement during the term of the Agreement.
- 2.4. Party 1 has the right to provide Party 2 with methodological and advisory assistance related to the targeted use of sponsor support (charitable donation).

3. RIGHTS AND OBLIGATIONS OF THE BENEFICIARY

- 3.1. Party 2 undertakes to use the sponsorship assistance (charitable donation) exclusively for its designated purpose.
- 3.2. Party 2 undertakes, upon the request of Party 1, to provide a report on the use of the assistance (donation) and to provide written explanations regarding the use of the provided sponsorship assistance (charitable donation).

4. STRINGS AND PROCEDURES FOR PROVIDING SPONSORSHIP (CHARITABLE DONATION)

- 4.1. Party 1 provides Party 2 with sponsorship (charitable donation) in an amount determined at the discretion of Party 1. Sponsorship (charitable donation) in cash is transferred to the recipient's account using the following banking details:
IBAN Code UA683052990000025200015000361 USD (US Dollar)
IBAN Code UA183052990000025206025000496 EUR (Euro)
IBAN Code UA728201720313221001301009255 UAH (Ukrainian Hryvnia)
- 4.2. The sponsorship (charitable donation) is considered provided to Party 2 from the moment the funds are credited to Party 2's account.

5. RESPONSIBILITY OF THE PARTIES

- 5.1. In case of failure or untimely provision of reports stipulated by this Agreement, misuse of the sponsorship (charitable donation) in whole or in part for purposes other than intended, Party 1 has the right to demand unilateral termination of this Agreement by written notice to Party 2 and return of the provided funds in the part that was misused.
- 5.2. Party 2 is solely responsible for the obligations to pay taxes, other mandatory payments related to the performance and termination of this Agreement.

6. DURATION OF THE AGREEMENT

- 6.1. The Agreement comes into effect from the moment of its publication on the website of Party 2 and remains valid until December 31, 2023.
- 6.2. Unless otherwise provided for by this Agreement or current legislation in Ukraine, changes to this Agreement can only be made by agreement of the Parties, which shall be documented by an additional agreement to this Agreement.
- 6.3. Changes to this Agreement shall come into force from the moment of publication of the relevant additional agreement to this Agreement on the website of Party 2, unless otherwise specified in the additional agreement itself, this Agreement, or in the current legislation in Ukraine.

7. SETTLEMENT OF DISPUTE

- 7.1. All contradictions that arose during the validity of this Agreement shall be resolved based on mutual agreement through negotiations.
- 7.2. In the event that it is impossible to settle them by negotiations, contradictions that arose during the term of this Agreement shall be resolved in a court in accordance with the legislation of Ukraine.

8. FORCE MAJEURE; OTHER CHANGES IN CONDITIONS

- 8.1. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party could postpone the work under the agreement wholly or in part, to perform its obligations and meet its responsibilities under the Agreement but no longer that one month. Force majeure as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force; provided that, such acts arise from causes beyond the control and without the fault or negligence of the Contractor.
- 8.2. The Party for whom force majeure circumstances have arisen shall, within 3 days from the moment of the occurrence of such circumstances, notify the other Party in writing, indicating the possible terms of termination of the effect of these circumstances and the performance of its obligations under the Agreement..

9 MISCELLANEOUS

- 9.1. All legal relations arising from or related to this Agreement, including those related to the validity, conclusion, performance, modification, and termination of this Agreement, interpretation of its terms, determination of consequences of invalidity or breach of this Agreement, shall be governed by this Agreement, relevant provisions of the applicable Ukrainian legislation, as well as the customs of business turnover on the basis of the principles of good faith, reasonableness, and fairness.
- 9.2. This Agreement must be published in Ukrainian and English languages.

Address, Bank Details and Sights

THE STATE SCIENTIFIC AND TECHNICAL LIBRARY OF UKRAINE,

180 Antonovycha Street, Kyiv,
03150, Ukraine

IBAN: UA728201720313221001301009255 (Українська гривня)

ДКСУ у м. Києві
МФО 820172
ЄДРПОУ 02736372

IBAN Code UA683052990000025200015000361 USD

Name of the bank

JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

Bank SWIFT Code

PBANUA2X

Company address

UA 180 Antonovycha Street, Kyiv

Correspondent banks

Account in the correspondent bank

001-1-000080

SWIFT Code of the correspondent bank

CHASUS33

Correspondent bank

JP Morgan Chase Bank, New York ,USA

IBAN Code UA183052990000025206025000496 EUR

Name of the bank

JSC CB "PRIVATBANK", 1D HRUSHEVSKOHO STR., KYIV, 01001, UKRAINE

SWIFT code SWIFT Code

PBANUA2X

Company address

UA 180 Antonovycha Street, Kyiv

Correspondent banks

Account in the correspondent bank

400886700401

SWIFT Code of the correspondent bank

COBADEFF

Correspondent bank

Commerzbank AG, Frankfurt am Main, Germany

Phone: (044) 521-93-50

Acting director



Iryna TSYBENKO

Handwritten signature

Handwritten signature