

DONATION AGREEMENT

between

the **Innovative Health Initiative Joint Undertaking**

AND

the (**Charity**)

The **Innovative Health Initiative Joint Undertaking**, hereinafter 'IHI JU', which is represented for the conclusion of the present agreement by Niklas Blomberg in his capacity as Executive Director

AND

the (**Charity**) hereinafter "XXX" represented by for the conclusion of the present agreement by **full name** in his/her capacity as **Title**. Registration (TVA) number: **XXXXXXX**

Having regard to Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union¹ (the 'Financial Regulation'), and in particular Articles 59 and 66(1)(b) thereof,

Have agreed the following:

Article 1 — Object of the Donation Agreement

1. This Donation ('the Agreement') defines the conditions under which IHI JU provides the donation and service to **Xxxxx** ('the Charity') against an agreed level of compensation. Specifically:
 - a. The Charity understands and agrees that the present Agreement covers the receipt, and use, by the Charity, of items of furniture donated to it by the IHI JU, according to the attached list ("the Donated Goods").
 - b. The Charity agrees to use the Donated Goods or proceeds derived therefrom solely to further a purpose or service related to its core charity activities.
 - c. The Charity understands and agrees that the Donated Goods received from the IHI JU were received in "as-is" condition and that the IHI JU makes no warranty, covenant, or representation, expressed or implied, regarding the Donated Goods, including without limitation, their design or condition or fitness for any particular purpose. The IHI JU shall

¹ Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193, 30.7.2018, p.1).

not be liable for any direct or consequential damages or losses suffered or incurred by you or a third party as a result of the use or consumption of the Donated Goods.

- d. The Charity is responsible for the correct storage, disposal and use of the Donated Goods.
- e. The Charity agrees to indemnify and hold harmless the IHI JU from and against any loss, costs, damage, expense, or liabilities incurred in connection with any and all claims, including third party claims, that result from or relate to the IHI JUs' negligence or wilful misconduct, or the manufacturing of the products donated by the IHI JUs.
- f. Should any dispute arise regarding this agreement, you agree to take all reasonable measures to resolve the dispute. However, if the dispute cannot be resolved amicably, this Agreement will be construed according to the laws of the Belgium before the relevant courts of Brussels.

Article 2 — Transfer of goods and ownership

- 1. IHI JU remains responsible for the Donated Goods until delivered at the Charity's warehouse or delivery point XXXXX, in Brussels.
- 2. The Charity will take over the ownership as soon as the Donated Goods are unloaded (ground floor/entrance) by the transport company contracted by IHI JU. The transport company will not under any circumstance carry or install the Donated Goods at the Charity's warehouse or delivery point.
- 3. The delivery and transfer of ownership will take place by agreement of both parties at DD of Month 2025

Done at Brussels, on

Done at Brussels, on

For the IHIJU
Niklas Blomberg
Executive Director

For Charity
Name
Title

Annex 1: Invitation to Call for Proposal including list of Donated Goods

Annex 2: The proposal submitted by the Charity

Annex 3: Transfer of ownership receipt