

**Donation Agreement
(public offer)**

«__»_____2020

Perm

The Regional State Budget-funded Institution of Culture (GKBUK) “The Perm State Opera and Ballet Theatre named after P.I. Tchaikovsky”, represented by the Director General Andrey Alexandrovich Borisov acting under the Charter, and hereinafter being referred to as ‘the Donee’, hereby offers individuals or their representatives, hereinafter being referred to as ‘the Donor’, to enter into the Donation Agreement on the following conditions:

1. General Terms and Conditions of the Public Offer

- 1.1. This offer is a public offer in accordance with Paragraph 2, Article 437 of the Civil Code of the Russian Federation.
- 1.2. The Donor shall express his/her acceptance of this offer by transferring funds to the settlement account of the Donee as a donation for activities set out in the Charter. The acceptance of this offer by the Donor shall mean that he/she has familiarised himself/herself with all the provisions of this Donation Agreement and agrees with them.
- 1.3. The offer shall come into force the next day after its publication on the official website of the Donee (permopera.ru), hereinafter referred to as ‘the Website’.
- 1.4. The text of this offer shall be subject to changes by the Donee without prior notice and shall come into force the next day after its publication on the Website.
- 1.5. The offer shall be valid until the next day after the publication of the notice about the cancellation of this Offer. The Donee shall be entitled to cancel the Offer any time without explanation.
- 1.6. The invalidity of any individual provisions of these Terms and Conditions shall not affect the validity of the remaining provisions of this Offer.
- 1.7. By accepting the Terms and Conditions of this Agreement, the Donor shall confirm the voluntary and unpaid nature of this donation.

2. The Subject of the Agreement

- 2.1. In accordance with this Agreement, the Donor transfers his/her own funds to the settlement account of the Donee as a donation, while the Donee accepts this donation and uses it for activities set out in the Charter.
- 2.2. The Donor’s performance of the activities under this Agreement is a donation in accordance with Article 582 of the Civil Code of the Russian Federation.

3. The activity of the Donee

- 3.1 . The main goals of the activity of the Donee are the following:

to create and show productions and other kinds of shows that preserve and carry on the best traditions of Russian and international opera and ballet, as well as to discover and establish new artistic principles;

to promote the classical and modern forms of music and theatre arts;

to develop the professional skills of young opera singers and ballet dancers;

to promote the greatest achievements of the Russian and international traditions of opera and ballet performance, as well as the best examples of music and theatre arts, and to enhance their prestige in Russia and abroad;

to satisfy the need of people living in the Perm Region and in other parts of the country for opera, ballet and orchestra music, to promote the aesthetic education of the public and contribute to their need for performing arts;

to introduce theatre arts to economically challenged people;

to carry out a creative search for the new forms of music and theatre arts;

to create innovative types of theatre organizations which contribute to the development of theatre as a form of art and a social institution;

to introduce the idea of sponsorship to a wide range of businesses and organizations in Perm and the Perm Region, to contribute to the social and cultural development of the business community, and to form a new cultural environment introducing entrepreneurs to arts.

3.2 . The financial statements of the Donee shall be audited annually. The Donee shall publish information about his/her activities, goals and objectives, events and work results on permopera.ru and other open sources.

4. The Conclusion of the Agreement

4.1. Only an individual shall be entitled to accept the Offer and thereby conclude the Agreement with the Donee.

4.2. The date of the acceptance of the Offer and the date of the conclusion of the Agreement shall be the date of the transfer of funds to the bank account of the Donee. The place of the conclusion of the Agreement shall be the city of Perm in the Russian Federation. In accordance with Paragraph 3, Article 434 of the Civil Code of the Russian Federation, the Agreement is considered to be concluded in written form.

4.3. The Terms and Conditions of the Agreement shall be defined by the Offer (with all the amendments and additions) as in force on the day of the processing of the Donor's payment order or on the day of his paying the money into the account of the Donee.

5. The Donation Payment

5.1. The Donor himself/herself shall define the amount of donation and transfer the sum to the account of the Donee using any payment method specified on the website permopera.ru in accordance with the provisions of this Agreement.

5.2. Filling in a special form on the website permopera.ru, the Donor can choose any sum of donation specified on the list or enter an amount of his/her choice.

5.3. When making a payment via the website of a bank serving the Donor, he/she should put '**Donation to GKBUK "The Perm State Opera and Ballet Theatre" for activities under the Charter**' as a payment reference.

6. Rights and Obligations of the Parties

6.1. The Donee shall be obliged to use the funds received from the Donor under this Agreement strictly in accordance with the current legislation of the Russian Federation and within the framework of activities set out in the Charter.

6.2. The Donor shall give his/her consent to the processing and storage of his/her personal data used by the Donee solely to meet the provisions of this Agreement.

6.3. The Donee shall be obliged not to disclose the personal and contact information of the Donor to a third party without his/her written consent, except in cases when it is demanded by the state institutions entitled to demand such information.

6.4. The Donee shall inform the Donor about current programmes via e-mail, postal newsletters and texts.

6.5. Upon the request of the Donor (via e-mail or post), the Donee shall be obliged to provide the information about the donations made by the Donor.

6.6. The Donee shall not be liable for any obligations to the Donor, except those specified in this Agreement.

7. Other Provisions

7.1. All disputes and disagreements arising in connection with this Agreement shall be settled by negotiations if possible. If it is impossible to settle the dispute by negotiations, it shall be submitted to the jurisdiction of the courts at the Donee's location in accordance with the current legislation of the Russian Federation.

DONEE	DONOR
<p>GBUK "Perm State Opera and Ballet Theatre named after P.I.Tchaikovsky" Legal address: 614000, Perm, Petropavlovskaya str., 25a</p> <p>Bank details: For transactions in euro: Intermediary Bank: DEUTSCHE BANK AG 12 Taunusanlage, Frankfurt am Main, 60325, Germany SWIFT/BIC: DEUTDEFF Beneficiary Bank: TRANSKAPITALBANK, Moscow SWIFT: TJSCRUMM in favour Perm Branch Beneficiary: «THE PERM STATE OPERA AND BALLET THEATRE» Acc.N. 40603978000100101199</p> <p>For transactions in US dollars: Intermediary Bank: Citibank N.A. , New York 111 Wall Street, New York, NY 10043 USA SWIFT: CITIUS33 Beneficiary Bank: TRANSKAPITALBANK, Moscow SWIFT: TJSCRUMM in favour Perm Branch Beneficiary: «THE PERM STATE OPERA AND BALLET THEATRE» Acc.N. 40603840320350101199</p> <p>Director General _____/A.A.Borisov</p>	