

# PUBLIC CONTRACT OF DONATION

Moscow

2022

Thy present offer (offer to conclude a contract, hereinafter referred to as "Offer") is addressed to private individuals (hereinafter referred to as the "Donors") and is a public offer of the Development Foundation of the Pushkin State Museum of Fine Arts, hereinafter referred to as "Foundation", represented by the Director, Mr. Mikhail V. Kossolapov, acting on the basis of the Statutes, to conclude a donation agreement in accordance with the Article 2, Paragraph 437 of the Civil Code of the Russian Federation in accordance with the terms set forth below.

## 1. GENERAL PROVISIONS

1.1. The Offer is addressed to any individual who responds to the Offer.

1.2. The offer comes into the legal force from the moment of its posting on the website at pushkinmuseum.art (hereinafter referred to as the "Website").

1.3. The Offer is open-ended. The Foundation has the right to cancel the Offer at any time without giving a reason, to make changes and/or additions to the Offer in a manner that does not require prior notice. If the Offer is cancelled, the Offer is removed from the Website. All amendments and/or additions to the Offer will take effect on the day following the day they are posted on the Website.

1.4. The invalidity of one or more conditions of the Offer does not invalidate all other conditions of the Offer.

1.5. The place of posting of the Offer and the place of conclusion of the Agreement shall be Moscow, Russian Federation.

1.6. The terms and conditions of the agreement are determined by the Offer as amended and supplemented in the version(s) in force on the day the donation is transferred.

1.7. Upon acceptance of this Offer, this Offer shall be deemed to be a donation agreement (hereinafter referred to as "Agreement"). The date of the agreement shall be the date of acceptance of the Offer by the Donor.

1.8. On the part of the Donor, full and unconditional acceptance of the Offer is the making of a donation.

1.9. In accordance to Article 434 (3) of the Civil Code of the Russian Federation, a contract shall be deemed to have been concluded in writing.

## 2. SUBJECT OF THE AGREEMENT

2.1. The Donor shall donate to the Foundation voluntarily and free of charge funds in the amount determined by the Donor (hereinafter referred to as the «Donation») (VAT exempt) for the general benefit activities provided for in the Statutes of the

Foundation., and the Foundation shall accept the Donation and use it for the purposes provided for in the Statutes of the Foundation.

2.2. It is up to the Donor to determine the amount of funds to be transferred as a Donation.

2.3. The Donor's action under the present Agreement is recognized as a Donation in accordance with Paragraph 582 of the Civil Code of the Russian Federation.

2.4. The Donor confirms that the Donation he/she transfers to the Foundation belongs to the Donor by right of ownership, is not encumbered by the rights of third parties, and that the Donation made by the Donor free of charge does not violate the rights of third parties or the laws of the Russian Federation.

### **3. MAKING THE DONATION**

3.1. The Donation shall be made by making a non-cash transfer to the current account of the Foundation, specified in clause 7 of the present Agreement, in the manner specified on the Website, and the Donor shall use his or her own bank card for this purpose.

3.2. The Donor shall transfer the money to the account of the Foundation by using the ЮMoney payment system.

3.3. The Donation is made in one payment. However, this payment may be:

- one-off

- monthly - each monthly payment shall be defined as a separate and distinct Donation for the purposes of the present Agreement, and the present Agreement shall apply to all relevant payments.

3.4. By making a Donation, the Donor accedes to the present Agreement, by which he/she confirms his/her full consent to the terms and conditions of the present Agreement and the voluntary and free-of-charge nature of the Donation.

3.5. While making a donation, the Donor shall provide his/her e-mail address for the purpose of identifying the payer.

3.6. A Donation shall be deemed to have been transferred to the Foundation on the date the relevant funds are credited to the current account of the Foundation specified in Article 7 of this Offer.

3.7. The Foundation does not collect any additional fees from Donations made by the Donor.

### **4. RIGHTS AND RESPONSIBILITIES OF THE PARTIES**

4.1. The Donor has the right to receive full and accurate information about the use of the funds transferred as a Donation in the form of a report on the website.

4.2. The Donor has the right to issue an order on the Website for regular (monthly) transferring of funds as a Donation by means of the payment acceptance service provided on the Website. The terms and conditions of regular donating, including

the rules and procedure for refusing the provided service, etc., are determined by the payment acceptance operator providing the service.

4.3. The Foundation undertakes the responsibility to use the money received as a Donation in strict compliance with the Statutes of the Foundation and the present Agreement.

4.4. The Foundation undertakes the responsibility to keep records of all transactions made using the money received as a Donation.

4.5. The Foundation shall provide information about the use of Donations on the Website annually.

4.6. The Foundation shall not have any obligations towards the Donor other than those specified in the present Agreement.

4.7. Making a Donation does not automatically imply joining the "Patrons of Pushkin" and "Friends of Pushkin" programs.

## **5. CONSENT TO PERSONAL DATA PROCESSING**

5.1. In order to enter into and execute the present Agreement and in order to transfer the Donation when accepting Donations, the Donor shall provide, by completing the electronic forms offered on the Website, his account details and other personal data.

5.2. In accordance with the Federal Law of 27.07.2006 No. 152-FZ "On Personal Data" by submitting his/her personal data, the Donor consents to the processing of his/her personal data by the Foundation and persons engaged by the Foundation for the purposes of the Agreement, with or without the use of automation means, for the purposes of conclusion and execution of the present Agreement, including the following actions: collection, recording, systematization, accumulation, storage, clarification (updating, change), extraction, use, transfer (distribution, provision, access), anonymization, blocking, erasure, destruction of the personal data.

5.3. Acceptance of the offer by the Donor means the Donor's written consent to the processing of his/her Personal Data by the Foundation.

5.4. The Donor's consent to the processing of his/her Personal Data by the Foundation shall remain valid until it is withdrawn by the Donor, in a free-form form and sent to the Foundation in writing by e-mail to [donate@pushkinmuseum.art](mailto:donate@pushkinmuseum.art).

## **6. FINAL PROVISIONS**

6.1. The present Agreement shall be drawn up, executed and construed in accordance with the applicable laws of the Russian Federation.

6.2. In the event of any disputes and disagreements between the Donor and the Foundation, they will, if possible, be resolved through negotiation. If the dispute cannot be resolved through negotiations, disputes and disagreements shall be resolved in accordance with the applicable laws of the Russian Federation in the judicial bodies at the location of the Foundation.

6.3. The Parties are fully responsible for complying with the requirements of the Agreement, including the responsibility for the information provided about themselves.

6.4. Each of the Parties certifies that it has full power and authority to enter into the Agreement and to perform the obligations set out therein, and that the conclusion of the Agreement does not breach the obligations of the Parties to third parties.

## **7. BANK DETAILS OF THE FOUNDATION**

### **The Development Foundation of the Pushkin State Museum of fine arts**

119019, Russian Federation

Moscow, Kolymazhny lane, 6/2

ОГРН 1147799016133

ИНН 7704282509

КПП 770401001

Account Details:

Current Account in RUR 40703810301400000112 OJSC "ALFA-BANK"

Current Account in US Dollars 40703840201400000062

Current Account in EUR 40703978301400000041

(ИНН 7728168971, ОГРН 1027700067328,)

SWIFT 044525593

Correspondent Account No 30101810200000000593.

Signature:

Mikhail Kossolapov