

## Annex 2: Draft Donation Agreement

### DONATION AGREEMENT

This agreement is concluded between the European Environment Agency (EEA), having its registered office at Kongens Nytorv 6, 1050 Copenhagen, Denmark (hereinafter referred to as **'the Donor'**), represented by: .....,

of the one part,

And

.....

Official legal form: .....

Organization statutory registration number: .....

(hereinafter referred to as **'the Beneficiary'**), represented for the purposes of the signature of this agreement by [please complete name and function],

of the other part,

HAVE AGREED

the provisions below and the following Annexes:

**Annex I** List and description of the equipment making the object of the donation agreement

**Annex II** Hand-Over Certificate

which form an integral part of this donation agreement (hereinafter referred to as 'the donation agreement').

#### §1

1.1 The subject of the donation is the transfer by the Donor of certain equipment without any compensation from the Beneficiary.

1.2 The Donor represents and warrants that it is the owner of the equipment to be donated and that the subject of the donation is free from defects of title.

#### §2



- 2.1 The Donor hereby transfers to the Beneficiary, and the Beneficiary hereby accepts the ownership of the subject of the donation specified in § 1.
- 2.2 Acceptance by the Beneficiary of the delivery will be evidenced by duly completing and signing Annex II. Acceptance shall imply the conformity of the donated goods with the one listed and described in Annex I.

### §3

The Beneficiary hereby certifies and must keep evidence of the recycling of the donated items at the end of their lifespan.

### §4

- 4.1 The Donation agreement shall enter into force on the date on which it is signed by the last contracting party.
- 4.2 Performance of the Donation agreement may under no circumstances begin before the date on which the Donation agreement enters into force.
- 4.3 Preparations for the delivery of the goods shall take place immediately after the entry into force of the Donation agreement.
- 4.4 The goods shall be picked up by the Beneficiary at the Donor premises:

European Environment Agency

Kongens Nytorv 6,  
1050 Copenhagen,  
Denmark

- 4.5 The exact date and time of the delivery shall be mutually agreed in writing.

### §5

All costs incurred in connection with the withdrawal of the goods by the Beneficiary from the Donor's place of delivery shall be borne by the Beneficiary.

### §6

- 6.1 The Donor shall not be liable for damage on the donated goods or the safe functioning of the equipment, on any other goods or on people sustained by the Beneficiary in performance of the Donation agreement.
- 6.2 The Beneficiary shall be liable for any loss or damage on the donated goods, on any other goods or on people caused by itself in performance of the Donation agreement, including in the event of contracting third parties. The Donor shall not be liable for any act or default on the part of the Beneficiary, its employees or the third party which may have been contracted by the Beneficiary for performance of the Donation agreement.

### §7

The Donor accepts no responsibility for, and gives no warranty in relation to the accuracy, completeness and functionality of the goods. The goods are provided by the Donor "as is" and any expressed or implied warranties, guarantee or assurance, including, but not limited



to, the implied warranties of merchantability and fitness for a particular purpose are disclaimed to the maximum extent permitted by law. In no event shall the Donor be liable for any direct, indirect, incidental, special, exemplary or consequential damages however caused and on any theory of liability, whether in contract, strict liability, or tort (including negligence or otherwise) arising in any way out of the use of this equipment, even if advised of the possibility of such damage.

§8

The Donation agreement shall be governed by European Union law, complemented where necessary by the national substantive law of Denmark.

§9

Any amendment to the Donation agreement shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

§10

This agreement has been made in two counterparts, one counterpart for each party.

**SIGNATURES**

For the **Beneficiary**

For the **European Environment Agency**

.....

.....

Signature:

Signature:

Done in Copenhagen, Denmark on .....



# ANNEX I

## LIST OF ITEMS



## ANNEX II

### HAND-OVER CERTIFICATE

Ref.	Name of equipment	Technical condition	Serial Number	Quantity [pc.]
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
			<b>TOTAL:</b>	

The European Environment Agency has handed over the abovementioned goods that the Beneficiary declares to accept.

The parties do not raise any reservations as to the technical condition of the assets handed over.



Signature of the technical responsible of the European Environment Agency:

Name:

Date:

Signature of the technical responsible of the Beneficiary:

Name:

Date: