DONATION AGREEMENT

Saint Petersburg, October 13, 2017

The State Hermitage Museum, a legal entity under the legislation of the Russian Federation, located in Saint Petersburg, Russian Federation, (hereinafter referred to as “the Museum”), represented by General Director Mikhail B. Piotrovsky, acting on the basis of the Charter, on the one hand, and an individual person who is a user of the official website of the State Hermitage Museum (Internet address of the website: www.hermitagemuseum.org), acting in his/her own name and in his/her own interests (hereinafter referred to as “the Donor”), on the other hand, jointly referred to as “the Parties”,

with the aim of supporting the activities of the State Hermitage Museum in the sphere of culture and art, guided by the provisions of Federal Law of August 11, 1995 № 135-FZ “On charitable activities and charitable organizations”,

taking into account the voluntary and altruistic intention of the Donor to support the Museum in performing the activities laid down in its Charter,

have concluded the present agreement (hereinafter – “Agreement”) on the following:

1. SUBJECT OF THE AGREEMENT

1.1. The Donor shall transfer to the Museum as a donation an amount in US dollars to be determined by the Donor, but not less than 1 US dollars, for the purpose of supporting the Museum’s activities in the sphere of culture and art and for use by the Museum within the bounds of its charter activities. This amount is hereinafter referred to as “the Donation”.

The Donor is entitled to direct that the Donation be used for the implementation of a specific programme from among those listed on the Museum’s official website. To this end, when transferring the Donation the Donor should select the title of a specific programme using the means provided on the Museum’s official website. Should no specific programme be selected, the sum of the Donation will be allocated to the implementation of the Museum’s charter activities.

The Donation made by the Donor under the present Agreement for the implementation of one or other programme offered on the official website or for the Museum’s charter activities, presupposes the use of some part of it to cover the Museum’s costs arising from organizing the collection of donations, as indicated in point 2.5 of the present Agreement.

1.2. The Museum agrees to receive the Donation described in point 1.1 of the present Agreement and incurs obligations under this Agreement.

1.3. The amount of the Donation is fixed and cannot be altered by either of the Parties unilaterally. After the Donation has been transferred, its cancellation is possible only on those legal grounds specified by part 5 of article 582 of the Russian Civil Code.

2. OBLIGATIONS OF THE PARTIES

2.1. The Museum undertakes to use the Donation exclusively for the purposes indicated in Article 1.1 of the present Agreement.

2.2. The Museum undertakes to provide the Donor at its or her written request with a written report on the use of the Donation in accordance with the purpose specified at the time the Donation was made.

2.3. The Museum undertakes to publish complete and accurate information about those programmes for the implementation of which donations are being accepted through the Museum’s official website. Such information shall be provided in readily comprehensible form and be made easy and quick to find on the Museum’s official website.

2.4. The Museum undertakes to arrange to provide the Donor with confirmation in electronic format of its receipt of the Donation including indication of the exact amount.

2.5. The Museum shall provide for the receipt of donations through its official website by concluding a separate agreement with an appropriate organization and (or) banking institution.

2.6. The Donor shall make the Donation by transferring funds to the Museum through the Museum’s official website.
2.7. The Donor’s obligations to make the Donation can be considered to have been discharged once the funds have been deducted from the Donor’s bank account.
2.8. Before transferring the Donation, the Donor is required to do the following:
2.8.1. to read and understand the details of the programme for which the Donation is being made, or else to allocate the Donation to the implementation of the Museum’s charter activities;
2.8.2. to read and understand the present Agreement, if necessary by downloading it from the Museum’s official website through which visitors can make donations;
2.8.3. to confirm that the Donor is an individual person (legal entities can donate only on the basis of a separate written agreement concluded with the Museum);
2.8.4. to ensure that he or she is acting in good conscience and is voluntarily providing altruistic support for the Museum’s activities.
2.9. For the purpose of concluding and implementing the present Agreement and the transfer of the Donation, the Donor shall provide the necessary banking details and personal data by completing the online forms provided on the Museum’s official website. The Donor’s completion of said forms implies consent to the processing of the data for the purpose of implementing the Agreement.

3. CHANGE OF THE DONATION PURPOSE

3.1. A change of Donation purpose shall be permissible, if circumstances change in such a way that it becomes impossible to use the Donation for the original purpose. In this case the Museum shall inform the Donor about such circumstances in written form and the Donor shall give consent, or express non-consent, for the Donation to be used for another purpose in writing.

4. FINAL CONDITIONS

4.1. This Agreement shall be governed by and construed in accordance with current legislation of the Russian Federation.
4.2. The present Agreement shall be considered to be concluded and to have come into force simultaneously with transfer of the Donation by the Donor through the Museum’s official website after completion by the Donor of all necessary online forms to enable payment and the receipt of electronic confirmation of the Donation.
4.3. The Museum’s banking details for the receipt of donations:

The State Hermitage Museum
190000, St. Petersburg, Dvortsovaya naberezhnaya. 34
INN 7830002416; KPP 784101001
THE STATE HERMITAGE MUSEUM ST. PETERSBURG
Branch of UniCredit Bank in St. Petersburg
ACCOUNT: 40503840100020149136
SWIFT - IMBRRUMMPE

48/2 Naberezhnaya reki Fontanki. Saint Petersburg 191025 Russia

Intermediary Banks:
THE BANK OF NEW YORK MELLON, NEW YORK
SWIFT CODE: IRVTUS3N
Correspondent account - 8900372575
JPMORGAN CHASE BANK N.A., NEW YORK
SWIFT CODE: CHASUS33
Correspondent account - 400-806789
WELLS FARGO BANK NA, NEW YORK
SWIFT CODE: PNBPUS3NNYC
Correspondent account - 2000193005842

General Director
Of the State Hermitage Museum /Mikhail B. Piotrovsky/