

Public offer contract about making a charitable donation

This Public Offer for the provision of a charitable donation (from now on referred to as the Offer) is directed to an undefined circle of individuals (from now on referred to as the Benefactor). It is a public offer of the Smart osvita NGO, represented by the Head of the Board Halyna Tytysh, which operates based on the Charter (from now on referred to as Organization), enter into an agreement on the provision of a charitable donation, under the following conditions:

1. Concepts and definitions used in the Agreement

1.1. A public offer (and/or Offer) is a valid offer of the Organization, which takes effect from the moment it is posted on the website <https://smart-osvita.org>, on the provision of a charitable donation aimed at an unspecified group of persons.

1.2. Acceptance - full and unconditional acceptance of the Offer by taking actions aimed at making a money transfer using payment forms and means, both posted on the Organization's website and by transferring funds to the Organization's current account through bank institutions. The offer is considered accepted from the date of crediting the funds to the current account of the Organization.

1.3. Charitable donation is a free transfer of funds by the Benefactor to the property of the Organization for use within the framework of the Organization's statutory activities.

2. Scope of the contract

2.1. The subject of this Agreement is the free and voluntary transfer of funds by the Benefactor into the ownership of the Organization by making a charitable donation to ensure the statutory goals and statutory activities of the Organization. The execution of this Agreement by the parties is not aimed at obtaining profit or any benefits for any of the parties.

3. Acceptance

3.1. By accepting the Offer, the Benefactor indicates that he agrees with all the terms of the Offer and understands and agrees that the donation will be used to achieve the goals provided for in the Organization's Charter, which he can familiarize himself with by sending a request to the email address sm.osvita@gmail.com.

3.2. The parties agree that from the moment of acceptance of the Offer, this Agreement is concluded in writing in accordance with Articles 207, 639, 641, and 642 of the Civil Code of Ukraine. At the same time, the parties agree that after the Acceptance of the Offer, failure to conclude this Agreement in the form of a separate document does not entail the invalidity of this Agreement.

4. Rights and obligations of the Organization

4.1 The Organization has the right to:

- receive charitable donations and use them in accordance with the subject and conditions of this Agreement and its statutory activities;
- to change directions of use of the Charitable Donation within the scope of the organization's statutory activities;
- to use part of the Charity donation for administrative expenses of the Organization;
- provide access to the Organization's financial reports regarding the intended use of charitable donations received under this Agreement after contacting the Organization at the email address sm.osvita@gmail.com. The Organization presents other information in the manner and within the time limits stipulated by the legislation of Ukraine.

4.2. The Organization is obliged to:

- to use the received donations exclusively to achieve the goals stipulated by the Organization's Charter.

5. Benefactor's rights

5.1 The benefactor has the right to:

- to control the use of the Charitable donation by the Organization for its intended purpose.

6. Place of public fundraising

6.1. Public collection of Charitable Donation funds is carried out on the territory of any country in the world. The direct activity of the Organization related to the public collection of donations under the contract is carried out in accordance with the Organization's Charter.

7. Term of collection of funds

7.1. The public collection of funds continues until the termination of the Organization's activities (including through liquidation) unless another period is determined by the Organization's decision, about which the Benefactor will be notified by placing relevant information on the website: <https://smart-osvita.org/>

8. Procedure for using Charitable Donations

8.1. The use of charitable donations is carried out in accordance with the goals determined by the statutory activities of the Organization and the current legislation of Ukraine.

9. Responsibility of the Organization

9.1. The Organization is responsible for violating the terms of this Agreement and using Charitable Donations contrary to the procedure provided for by the Organization's statutory activities and the legislation of Ukraine, in accordance with the current legislation of Ukraine.

10. Reporting of the Organization.

10.1. Access to reports on the use of charitable donations is provided by the Organization in the manner and within the time limits stipulated by the current legislation of Ukraine. The Organization may publish reports on the use of charitable donations on the website <https://smart-osvita.org/>.

11. Other conditions

11.1 All expenses for the payment of commissions, fees, taxes, etc. related to the transfer and crediting of a charitable donation shall be borne by the Benefactor.

11.2 The Benefactor agrees that the Organization has the right, without the Benefactor's consent, to publish in its reports on the the website <https://smart-osvita.org/> or in any mass media the Benefactor's last name, first name, and patronymic or name as a benefactor of the Organization.

11.3 Acceptance also means that the Benefactor (the individual) is notified and agrees that the Benefactor gives the Organization unconditional consent to the processing of his/her personal data provided when visiting the website <https://smart-osvita.org/> and/or making a money transfer (from now on - personal data), and informed about the inclusion of such information in the Organization's personal database, and gives consent to the fact that the Organization can use his contact information to send letters and messages to the Benefactor, about all the rights regarding the protection of his/her personal data, provided for by the electronic and other legislation of Ukraine, namely, Art. 8 of the Law of Ukraine "On Personal Data Protection".

12. Information about the organization

"Smart Osvita" NGO
04119, Ukraine, Kyiv, Simii Khokhlovykh str., bud. 8, Kyiv
Registration number: 40698257
IBAN: UA023052990000026009036207343
PJSC CB "PRIVATBANK"