

DONATION AGREEMENT

The European Union Agency for Fundamental Rights, with its headquarters in Vienna, Austria, Schwarzenbergplatz 11, represented for the purposes of signing this agreement by Sirpa RAUTIO, FRA Director, hereinafter referred to as "**FRA**" or "**Agency**", on the one part,

and

[Full official name of the organisation/Member State]

[Official legal form]

[Statutory registration number]

[Full official address]

[VAT registration number]

(hereinafter referred to as "**the Recipient**"), represented for the purposes of signing this agreement by forename, surname, function, on the other part,

Collectively referred to as ("the parties"),

HAVE AGREED

the provisions below and the following Annexes

- Annex I – Call for expressions of interest (reference FRA/2026/CEI/0001)
- Annex II – Recipient's proposal

form an integral part of this agreement (hereinafter: "the agreement").

ARTICLE 1 - ORDER OF PRIORITY OF PROVISIONS

If there is any conflict between different provisions in this agreement, the following rules must be applied: the provisions set out in the agreement shall take precedence over those in the Annexes.

ARTICLE 2 - SUBJECT

Subject to the terms and conditions stipulated in this agreement, FRA agrees to donate to the recipient, who accepts, the following supplies(s) (hereinafter: "the supplies"):

[Description of the supplies including the required quantity, quality, and other

details are listed in the Hand-over protocol].

ARTICLE 3 – ENTRY INTO FORCE

This agreement shall be into force on the date on which it is signed by the last party and shall be in force until the parties fulfill their obligations.

ARTICLE 4 – DEFINITIONS

1. **Fraud:** Fraud within the meaning of Article 3 of EU Directive 2017/1371¹ and Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995², as well as any other wrongful or criminal deception intended to result in financial or personal gain.
2. **Irregularities:** Any type of breach (regulatory or contractual) which could impact the EU financial interests, including irregularities within the meaning of Article 1(2) of EU Regulation 2988/95³.
3. **Grave professional misconduct:** Any type of unacceptable or improper behaviour in exercising one's profession, especially by employees, including grave professional misconduct within the meaning of Article 138(1)(c) of EU Financial Regulation 2024/2509⁴.
4. **Conflict of interest:** a situation where the impartial and objective implementation of this agreement by the recipient is compromised for reasons involving family, emotional life, political or national affinity, economic interest, any other direct or indirect personal interest, or any other shared interest with FRA or any third party related to the subject matter of this agreement.

ARTICLE 5 – PICK UP OF SUPPLIES

1. The supplies are to be picked up by the recipient at the FRA premises, Schwarzenbergplatz 11, A-1040 Vienna, Austria at the specific date and hours which will be communicated by FRA at least five (5) working days before the pick-up shall occur. The recipient shall confirm its availability and communicate the contact details of the recipient's staff in charge of collecting the supplies at least three (3) working days before the pick-up occurs.
2. Failure to pick up the supplies at the time and place agreed may be considered as a breach of the recipient's obligations.
3. In case of force majeure, or any exceptional circumstance, which prevents the recipient from picking up the supplies, this must be immediately communicated to FRA.

¹ Directive (EU) 2017/1371 of the European Parliament and of the Council of 5 July 2017 on the fight against fraud to the Union's financial interests by means of criminal law (OJ L 198, 28.7.2017, p. 29).

² OJ C 316, 27.11.1995, p. 48.

³ Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests (OJ L 312, 23.12.1995, p. 1).

⁴ Regulation (EU, Euratom) 2024/2509 of the European Parliament and of the Council of 23 September 2024 on the financial rules applicable to the general budget of the Union (recast).

ARTICLE 6 – HAND-OVER PROTOCOL AND TRANSFER OF PROPERTY

1. The recipient shall verify the supplies together with FRA and upon verification, the Hand-over protocol shall be signed by both parties.
2. If the recipient refuses to sign the Hand-over protocol, the supplies shall not be permitted to exit the FRA premises, and the recipient may be considered in breach of its obligations.
3. The transfer of property shall be valid as from the signature of Hand-over protocol by both parties.

ARTICLE 7 – DAMAGES – LIABILITY

1. FRA accepts no responsibility for, and gives no warranty in relation to the accuracy, completeness and functionality of the supplies. The supplies are provided by FRA "as they are".
2. FRA is not liable for any direct, indirect, incidental, special, or consequential damage or loss caused to the recipient or any third party, arising in any way during or because of the implementation of this agreement and out of the use of the supplies delivered, even if advised of the possibility of such damage or loss.
3. If required by the relevant applicable legislation, the recipient shall carry an insurance policy against risks and damage or loss relating to the implementation of this agreement and the use of the supplies delivered.

ARTICLE 08 – OBLIGATIONS OF THE RECIPIENT FOLLOWING THE DONATION

1. The recipient is fully responsible towards FRA for using the donated supplies properly and in line with applicable rules and with respect to the EU values and objectives.
2. The recipient commits that the donated supplies will not be used for commercial purposes, unless the income from their sale is used for social or humanitarian purposes and it may not donate the supplies to third entities or persons who are not the ultimate recipients, except if such donation is approved by FRA.
3. The recipient undertakes, at the end of the supplies' lifetime, to dispose of or recycle them according to the legislation and environmental policies in place, if any.
4. In case the recipient contracts third parties to perform any activity linked to this agreement (e.g. transport, packing, dismantling), it shall nonetheless remain bound by its obligations to FRA under this agreement and shall bear exclusive liability for its proper performance.
5. The recipient shall make sure that the agreement governing its contract with third parties does not affect rights to which FRA is entitled by virtue of this agreement.

ARTICLE 9 – CONSEQUENCES OF NON-COMPLIANCE

1. FRA may notify the recipient of its intention to recover the supplies or request compensation, if the recipient (or a person having powers of representation, decision-making or control, or person essential for the award/implementation of the donation) has committed:
 - substantial errors, irregularities, fraud, grave professional misconduct, or
 - serious breach of obligations under this agreement or during its implementation.

ARTICLE 10 – FORCE MAJEURE

1. A party prevented by force majeure from fulfilling its obligations under this agreement cannot be considered in breach of them.
2. 'Force majeure' means any situation or event that:
 - prevents either party from fulfilling their obligations under this agreement,
 - was unforeseeable, exceptional situation and beyond the parties' control,
 - was not due to error or negligence on their part (or on the part of other participants involved in the action), and
 - proves to be inevitable despite exercising all due diligence.
3. Any situation constituting force majeure must be formally notified to the other party without delay, stating nature, likely duration and foreseeable effects.
4. The parties must immediately take all the necessary steps to limit any damage due to force majeure and do their best to resume implementation of this agreement as soon as possible.

ARTICLE 11 - CHECKS, AUDITS, CONFIDENTIALITY AND DATA PROTECTION

1. FRA reserves the right to verify the proper use of the donated supplies and compliance with this agreement, following prior notification.
2. The European Anti-Fraud Office (OLAF), the European Public Prosecutor's Office (EPPO) and the European Court of Auditors (ECA) may also carry out checks, reviews, audits or investigations. The recipient shall provide any requested information and allow access to sites and premises for such inspections. Any findings may lead to recovery of the supplies.
3. The parties shall keep confidential all sensitive information disclosed in relation to this agreement for at least two years from delivery, unless otherwise required by law.
4. Any personal data processed under this agreement shall be handled by FRA,

as data controller, in accordance with Regulation (EU) 2018/1725⁵.

ARTICLE 12 – COMMUNICATION BETWEEN THE PARTIES

Any communication of information, notices or documents under this agreement shall be in writing.

ARTICLE 13 - APPLICABLE LAW AND SETTLEMENT OF DISPUTES

1. This agreement shall be governed by European Union law, complemented, where necessary, by the national substantive law of Austria.
2. Both parties shall strive to resolve any conflict amicably, if not possible the competent court is the European Court of Justice.

ARTICLE 14 - TERMINATION BY EITHER PARTY

1. FRA may terminate this agreement in the following circumstances:
 - if the recipient does not accept formally the supplies as agreed and refuses to sign the Hand-over protocol,
 - if the recipient or any related person is in one of the exclusion situations provided in Article 138 of the 2024 Financial Regulation,
 - if the procedure for awarding this agreement or the implementation of it proves to have been subject to irregularities, fraud or breach of obligations,
 - if the recipient is in a situation that could constitute a conflict of interest or a professional conflicting interest as referred to in Article 4,
 - if a change to the recipient's legal, financial, technical, organisational or ownership situation is likely to substantially affect the implementation of this agreement or substantially modify the conditions under which this agreement was initially awarded.
2. The recipient may terminate this agreement if it is no longer able or required to perform it or to receive the donation.
3. Each party shall formally notify the other of its intention to terminate this agreement and the grounds for termination. The other party has the right to submit observations and to propose corrective measures to continue fulfilling the contractual obligations. If no agreement is reached within a reasonable time, the agreement is considered terminated. Neither party is entitled to compensation for any loss resulting from the termination of this agreement.

ARTICLE 15 - AMENDMENTS

Any amendment to this agreement shall be in writing. An oral agreement shall not

⁵ Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC

be binding on the parties.

ARTICLE 16 -TAXATION

The recipient shall comply with all relevant tax legislation applicable to it in its capacity as recipient of the donation and shall pay all taxes due as a result thereof.

SIGNATURES

On behalf of Recipient

On behalf of FRA

Name and Surname:

Name and Surname: Sirpa RAUTIO,
Director

Date:

Date: