

SPONSORSHIP CONTRACT

No. _____ / _____ 2020

Art.1 PARTIES to the Contract:

1.1 Company _____, head office located in _____, registered with the Trade Registry under license no. _____, Tax Identification Number _____, bank account in RON no. _____ opened with _____, share capital of _____ Lei, hereby represented by _____, hereinafter called SPONSOR, and

1.2 Asociația pentru Relații Comunitare (Association for Community Relations), Romanian not-for-profit legal person, head office located in Cluj-Napoca, on 4, 1 Decembrie 1918 Blvd., Apartment 7, Cluj county, registered with the Cluj-Napoca Associations and Foundations Registry under license no. 67/13.09.2001, Tax Identification Number RO14197361, bank account in RON no. RO31 BTRL 0130 1205 9865 58XX opened with Banca Transilvania, hereby legally represented by Executive Director Dana-Andreea Pîrțoc, hereinafter called BENEFICIARY.

Art.2. Contract SCOPE AND BACKGROUND

2.1 The scope of the present Contract is the **sponsorship**, in accordance with Law no. 32 / 1994 on sponsorship and Law no. 227/2015 on the Fiscal Code, by the SPONSOR, of the activity carried out by the BENEFICIARY consisting of the support programme for UNICEF Romania.

2.2 The BENEFICIARY is an NGO renowned for promoting and facilitating sponsorships, donations, grants and other forms of support provided by citizens and businesses to non-profit organizations and public institutions, as well as for its broad experience and visibility in this field, and it is willing to support *UNICEF in Romania* to this end.

2.3 The UNICEF Representation in Romania is the entity that provides national representation of UNICEF as a UN programme, acting as an intergovernmental international organization, head office in Bucharest 011975, sector 1, on 48A Primăverii Blvd., declared Tax Identification Number 9000000289609, e-mail address bucharest@unicef.org, website www.unicef.org/romania, represented by Mr. Pieter Bult.

2.4 In line with the agreement signed with the Government of Romania, UNICEF carries out several activities in Romania in support of children in general, and particularly in the context of the current medical crisis caused by COVID19 as well as of the future world social and economic crisis envisaged. To this end, UNICEF in Romania requires and uses support including from citizens and private legal entities, and in order to obtain such support, for reasons of resources and administrative and fiscal procedures, it desires and accepts the support of the BENEFICIARY to facilitate its reception of sponsorships.

2.5 The sponsorship provided to the BENEFICIARY shall be transferred in full in the form of a grant (non-reimbursable free of charge funding) to the UNICEF Representation in Romania, which shall bear only the relevant costs that the BENEFICIARY incurs in the performance of the present contract, including with respect to the transfer of funds.

Art.3 Contract VALUE and payment terms

3.1 The sponsorship under Art.2 consists of the sponsor's provision of support to the beneficiary, in the amount of _____ namely _____ Lei (RON).

3.2 The sponsorship shall be paid via transfer to the BENEFICIARY's bank account mentioned under Art.1.2, in one lump sum, within 3 working days from the date the present Contract is concluded.

Art.4 SPONSOR'S main OBLIGATIONS

4.1 To pay the agreed amounts in the manner and within the time limit specified under Art.3.

4.2 To not direct the beneficiary's activity in any other manner than as provided under Art. 2.5 whereby the parties agreed on how the sponsorship is to be used.

4.3 To mention the BENEFICIARY and UNICEF in Romania appropriately in its public documents and communication related to the sponsorship specified in the present Contract, in a manner which is agreed by the Parties and acceptable to UNICEF in Romania.

4.4 To properly record the sponsorship provided to the BENEFICIARY in its financial-accounting and tax records and to declare it to the National Agency for Fiscal Administration (ANAF) in accordance with the law.

4.5 To allow the BENEFICIARY to appropriately mention the sponsorship it received and its purpose, and to make available its logo and other elements of corporate branding and communication required to the BENEFICIARY when mentioning the sponsorship it received.

Art.5 BENEFICIARY'S main OBLIGATIONS

5.1 To spend the amount received as sponsorship by transferring it as a grant to the UNICEF Representation in Romania according to the provisions of Art. 2.5 within 3 working days as of receiving it from the SPONSOR.

5.2 To have and to maintain registration in the registry of entities/ units of cult kept by ANAF according to Art.25 (4¹) of the Fiscal Code.

5.3 To send the SPONSOR proof of having made the transfer of the amount to UNICEF in Romania according to Art.5.1 and to make available to it the support documentation for a period of minimum two years for verification purposes.

5.4 To adequately record in its financial-accounting documents the sponsorship received from the SPONSOR and its transfer to UNICEF in Romania.

5.5 To return to the SPONSOR the amount it received as sponsorship, if, for any reason, including force majeure, its transfer to UNICEF in Romania is not possible even after 30 days from its receipt.

5.6 To mention and promote the sponsor's name, brand and/or image in its own reports and in the other ways which may be agreed upon in a separate legal document or in annexes to the present Contract.

5.7 To impose on UNICEF in Romania, on the basis of the legal document underlying the transfer of the amount received from the SPONSOR, adequate terms that require UNICEF in Romania to adequately mention the support received from the SPONSOR via the BENEFICIARY.

5.8 To promptly notify the SPONSOR of any issues occurring in the adequate performance of the present Contract and to consult the SPONSOR with regard to the relevant solutions.

Art.6 MISCELLANEOUS AND FINAL DISPOSITIONS

6.1 The present Contract can be modified only through written addendums between the SPONSOR and the BENEFICIARY, submitted using the contact details indicated under Art.1.

6.2 For failure to perform or improper performance of the obligations under the present Contract, liability and conflict resolution shall be determined amicably, or, if that is not possible, in court, in which case courts in Cluj-Napoca have the jurisdiction in the matter.

6.3 The present Contract shall be supplemented with and interpreted in light of the provisions of Law no. 32/1994, the Civil Code, the Fiscal Code and other regulatory acts in force.

6.4 Upon its conclusion, the present Contract includes _____ (number) annexes, namely: _____.

6.5 The present Contract was negotiated and concluded via e-mail today, _____ and at the request of either party the paper version with a handwritten signature for evidence purposes shall also be provided, in three original copies, one for the SPONSOR, one for the BENEFICIARY and one for UNICEF in Romania.

For the	For the
SPONSOR	BENEFICIARY
	Dana-Andreea Pîrtoc
	Executive Director
Date of handwritten signature (if applicable):	Date of handwritten signature (if applicable):
_____. 2020	_____. 2020
Handwritten signature (if applicable):	Handwritten signature (if applicable):
_____	_____