

FINANCIAL DONATION AGREEMENT

I. Contracting party



Základní článek Hnutí Brontosaurus Brontosauři v Himálajích
address: Nad Lánem 1249 /23, Olomouc 77900, Czech republic
Identification number: 22712607
represented: Ing. Jiří Sázel, in function of director
contact email: info@BrontosaurivHimalajich.cz
phone: +420 603 534 730
website: www.BrontosaurivHimalajich.cz

Is NGO from The Czech Republic which supporting Spring Dales Public School, hereinafter referred to as *Donor*.



Spring Dales Public School
address: Wakha / Mulbekh, Dist. Kargil, J&K, Ladakh, India
represented: Tsewang Norboo, in function of principal
contact email: norboosdps@gmail.com
phone: +91(0)1985 270133
website: <http://sdps-mulbekh.com/>

Is supported Higher school registered by Education department of Jammu and Kashmir State, hereinafter referred to as *School*.



Lamdon Social Welfare Society
address: Wakha / Mulbekh, Dist. Kargil, J&K, Ladakh, India
represented: Tsewang Norboo, in function of president
contact email: presidentlsws@gmail.com

Is NGO established for representing of interest Wakha - Mulbekh village inhabitants registered by Jammu and Kashmir State. Hereinafter referred to as *Society*. Society is founder of School and according to Jammu and Kashmir School Education Act is Society "Education agency" of School.

II. Introductory

- (1) Donor provides to School donation (hereinafter referred to as *Donation*) on construction of student hostel. Hostel is two storey building which accommodate approximately 30 students and it is first building of Spring Dales Public School campus (hereinafter referred to as *Hostel*).
- (2) School obligates to Donor that will construct Hostel according to agreed *Scheme of responsibilities, List of items to purchase, Construction plan and Hostel project*. Society obligates that *finished building of Hostel, purchased Construction equipment and machinery, copyright license for Developed construction technologies* will provide to School for 20 years after finishing of hostel.
- (3) Donation is 4th donation of donation sequence for covering whole budget of hostel, research of selected construction methods and purchase necessary construction equipment which is estimated approximately to 6 million of rupees. Next donation is provided from donor based on financial possibilities of Donor and utilization of previous donation by School.

III. Scheme of responsibilities contracting parties

- (1) Hostel is constructed by School. Responsible person is *School Manager*. For realization of construction is for School determinative content of this contract.
- (1) Decision on *Minor changes* in List of items to purchase, Construction plan or Hostel project belongs to School Manager. For *Major changes* in List of items to purchase, Construction plan or Hostel project an additional contract has to be signed. Definition of Minor and Major changes is in chapter V, paragraph (4) and (5).
- (2) School manager is obligatory towards Donor provide:
 - *Running report* of Donation utilization whenever Donor request
 - *Final assessment* – when Donation is spent is Education project manager obligatory work out donation assessment according to prescribed template. Template is attachment of this contract.

Society obligates to provide to School manager all necessary materials (like bank statements or final accounts) for work out Rolling report or Final assessment.

- (3) School and Society constitution with description of relations mutual relations is the attachment of this contract. Any changes in constitutions of School or Society have to be delivered to Donor after one week of its happening.

IV. Amount of donation

- (1) Total value of Donation is 440 000 CZK (four hundred forty thousand Czech Crowns). The financial donation will be sent at the latest 7 days after signing this contract, on the following bank account (hereinafter referred to as *FCRA account*):

Bank account details:

Account name: Lamdon Social Welfare Society

Address: Spring Dales Public School, Wakha/Mulbekh

P.O.BOX: Mulbekh, Block Shergole, Dist. Kargil, State Jammu & Kashmir

Country: India

Account number: 30502270305

Swift code: SBININBB280

Name and address of bank of Beneficiary:

Name: State Bank of India

Branch code: 01365

Address: Distt. Leh, State: Jammu and Kashmir

Pincode: 194101

Country: India

- (2) Once Society receive donation on FCRA account, is Society obligatory transfer financial donations in one week after receiving to School account.

V. Utilization of donation

- (1) Beneficiary obligates to construct hostel according agreed *Hostel project* as ecological passive solar building with walls from rammed earth and with premises heated by sun and with reasonable combination of local materials and techniques and newly available materials and techniques. Beneficiary also obligates to construct Hostel with relation to complex *Construction plan of new school campus*. Detailed specification is described in Hostel project and Construction plan of new school campus which is in the attachment of this contract.
- (2) Donation will be used for *verbally description of list in one or two sentences*. Detailed *List of items to purchase* is attachment of this contract.
- (3) Donation will be used during *verbally description of term of its spent in one or two sentences*. Detailed *Construction plan* is attached of this agreement.
- (4) For *Minor changes*, which by changes in List of items to purchase, Construction plan or Hostel project demonstrably cause change more than 100 000 Rupees, is School manager obligatory ask Donor for permission.
- (5) If several Minor changes or occurred unexpected changes cause in List of items to purchase, Construction plan or Hostel project demonstrably change more than 500 000 Rupees it is considered is *Major change* and Society and School is obligatory to sign addition to this contract with Donor.

VI. Proprietary rights

- (1) Hostel is owned by Society. Society undertakes to provide finished Hostel for purposes of School for 20 years from term of finishing of construction of hostel. Decision about utilization of hostel premises belongs to School manager.
- (2) *Construction equipment and machinery* purchased to realize construction is property of Society. Society undertakes to provide purchased Construction equipment and machinery for purposes of School (especially for utilization Construction equipment and machinery to construct another school premises or to receive economical profit from rental etc.) for 20 years from term of finishing of construction of hostel. Decision about utilization of construction machinery belongs to School manager.
- (3) Copyright license of *Developed construction technologies* developed during research of selected construction technologies and application on construction hostel belongs to Society. Society undertakes to provide copyright license of Developed construction technologies for purposes of School for 20 years from term of finishing of construction of hostel (especially receive economical profit from constructing of buildings by Developed construction technologies etc.). Decision about utilization of Developed construction technologies belongs to School manager.

VII. Attachments

- (1) List of attachments for this contract:
 1. Template of Final Assessment
 2. Constitution of Society and School
 3. Hostel project
 4. Construction plan of new school campus
 5. List of items to purchase
 6. Construction plan
- (2) To save expenses for signing this contract are attachments 1, 2, 3, 4 delivered in electronic form from email norboosdps@gmail.com to Director@brontosaurivhimalajich.cz one week after signing of this contact (hereinafter referred to as Electronic attachments). If additional Electronic attachments are not delivered, are last delivered versions of Electronic attachments from email norboosdps@gmail.com to Director@brontosaurivhimalajich.cz considered as valid.

VIII. Closure

- (1) Proprietary rights defined in VI chapter are unchangeable for all donation contracts for Hostel signed between School, Society and Donor.
- (2) This contract is make out in two counterparts from which each side gets one.

- (3) All other changes of this contract and additions have to be realized by in written form and sign by both sides
- (4) This contract is valid from date of signature this contract by both sides

In Olomouc, 1. 10. 2012

Representative of Donor in function of Director:

Jiří Sázel

In Mulbekh, 1. 10. 2012

Representative of Society in function of president:

Tsewang Norboo

In Mulbekh, 1. 10. 2012

Representative of School in function of manager:

Tsewang Norboo

SN o	Particular Income	Amount Received	Particular of expenditure	Amount Received
1.	BBF	Nil	Nil	-
2.	Amount received from BVH 10/10/2012	11,00,000	By amount paid to Construction coordinator for paid to JCB, Plank and grass, vide chq No 103131 dt 12 -09-12	Rs 13,720.00
3.	-	-	By amount paid to Construction co-ord for purchased of carpenter tool, cement and sq wood, vide chq No 103132 dt 12 -10-12	Rs 22,980.00
4.	-	-	By amount paid to Stanzin Trader for payment of carriage charge, vide chq No 103133 dt 1 -10-12	Rs 3,500.00
5.			By amount paid to Construction co-ord for purchased of plastic, door/window items and cement -, vide chq No 103135 dt 15 -10-12	Rs 1,29,994.00
6	-	-	By amount paid to Construction co-ord for purchased bath room items ,logs and grass, vide chq No 103136 dt 05 -10-12	Rs 31,201.00
7.	-	-	By amount paid to Construction co-ord for purchased cement and sq wood and plank, vide chq No 103137 dt 15 -10-12	Rs 25,540.00
8.	-	-	By amount paid to Construction co-ord for purchased of grass and payment of plumber, vide chq No 103138 dt 15 -10-12	Rs 19,870.00
9.	-	-	By amount paid to Construction co-ord for purchased tool, mesh and joinery, vide chq No 103139 dt 15 -10-12	Rs 6,718.00
10.	-	-	By amount paid to Dadul Namgail for payment of twigs, vide chq No 103141 dt 15-10-12	Rs 25,850.00
11.	-	-	By amount paid to Stanzin Trader for payment for JCB, vide chq No 103142 dt 15 -10-12	Rs 6,500.00
12.	-	-	By amount paid to Construction co-ord for payment to	Rs

			laborer as salary, vide chq No 103143 dt 15 -10-12	1,02,700.00
13.			By amount paid to Construction co-ord for payment to laborer as salary, Sep 20012 vide chq No 103145 dt 3-11-12	Rs 51,100.00
14.	-	-	By amount paid to Mohd Kaloo, Kargil as sq wood charges, vide chq No 10346 dt 3-11-12	Rs 14,000.00
15.	-	-	By amount paid to Construction co-ord for payment to laborer as salary, vide chq No 103147 dt 03 -10-12	Rs 14,600.00
16.	-	-	By amount paid to Construction co-ord for purchased tool and sq wood, vide chq No 103148 dt 03 -11-12	Rs 7,567.00
17.	-	-	By amount paid to Construction co-ord for breks charges including carriage, vide chq No 103149 dt 03 -11-12	Rs 19,000.00
18.	-	-	By amount paid to Stanzin Trader for carriage charges, vide chq No 103150 dt 03-11-12	Rs 9,900.00
19.	-	-	By amount paid to Construction co-ord for payment to laborer as salary, vide chq No 103151 dt 03 -11-12	Rs 1,06,300.00
20.	-	-	By amount paid to Stanzin Trader for carriage charges of twigs, vide chq No 103154 dt 04-11-12	Rs 3,500.00
21.	-	-	By amount paid to Construction co-ord for payment to carpenters salary Dec 20012, vide chq No 103156 dt 04 -11-12	Rs 36,200.00
22.	-	-	By amount paid to Construction co-ord for purchased of sq wood, fevicol, plank and joinery, vide chq No 103155 dt 04 -1-13	Rs 18,010.00
23.	-	-	By amount paid to Construction co-ord for payment to carpenter as salary Jan 20013, vide chq No 103159 dt 04-02-13	Rs 41,850.00
24.	-	-	Payment to the carpenters as approx. salary of Feb 2013 to be paid.	Rs 42,000.00