

Public Offer

for charitable assistance

1. GENERAL PROVISIONS

1.1. This Public Offer (hereinafter referred to as "**the Offer**") for charitable assistance, in accordance with Article 641 of the Civil Code of Ukraine, is a proposal of the **CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine»** (hereinafter referred to as "**the Foundation**"), code of legal entity 44997419, located at the address: 6, Skovorody Street, office 45, 04070, Kyiv, Ukraine, represented by the Director **Andrii Kalinin**, who acts based on the Charter, for an unspecified number of legally capable individuals and legal entities of private law, who voluntarily carry out charitable activities (hereinafter referred to each person as "**the Philanthropist**"), to conclude an agreement on the provision of charitable assistance (hereinafter referred to as "**the Agreement**") on the terms and conditions described in this Offer with each Philanthropist.

1.2. This Offer comes into effect from the moment it is posted by the Foundation on the Internet at: <https://charity.ukma.edu.ua/> (hereinafter referred to as "**the Website**"). This Offer is open-ended and may be updated or revoked by the Foundation at any time (before its acceptance by the Philanthropist), in which case the relevant information will be published on the Website.

1.3. The Foundation may enter into agreements regarding the provision of charitable assistance to it in a different manner and/or on different terms than provided in this Offer. The Philanthropist can request the Foundation for a different agreement.

2. SUBJECT OF THE AGREEMENT

2.1. The subject of this Agreement is providing by the Philanthropist the free and voluntary charitable assistance to the Foundation (in the form of money or other assets) for the implementation of the Foundation's activities based on its Charter. The Philanthropist determines the form and amount of the charitable assistance independently. The Foundation determines the goals and areas of use of the charitable assistance provided to it, independently, within its activities based on its Charter, unless otherwise determined by the Philanthropist in the manner determined by this Agreement. The subject of the Agreement is not directly or indirectly receiving profit by either of the Parties to the Agreement.

2.2. Under this Agreement, and in accordance with Article 6 of the Law of Ukraine "On Charity Work and Charitable Organizations" dated July 5, 2012, No. 5073-VI, the Philanthropist's free transfer of funds, other property, and property rights to the ownership of the Foundation is recognized as a charitable donation.

2.3. The Philanthropist may specify the purpose of charitable assistance by choosing it from among the programs (projects), goals, areas, etc., announced by the Foundation.

2.4. The Philanthropist has the right to request from the Foundation and obtain information about the nature and amount of charitable assistance needed by the Foundation for specific purposes and areas of its charitable activity, as well as for its charitable programs (projects), prior to providing charitable assistance.

3. ACTIVITIES OF THE FOUNDATION

3.1. The Foundation carries out charitable activities in accordance with its Charter, primarily aimed at providing assistance and support to the legitimate interests of the National University of Kyiv-Mohyla Academy (hereinafter referred to as "**the Academy**"), its academic and administrative staff, applicants, students, post-graduate students and alumni. The Foundation also provides assistance in the areas of charitable activities defined by its Charter, the development and support of these areas in the public interest.

3.2. The activities of the Foundation are not aimed at making a profit.

3.3. Information about the activities of the Foundation and reports on the results of such activities are published on the Website.

4. THE PROVISION OF CHARITABLE ASSISTANCE

4.1. The Philanthropist determines the amount of the charitable contribution independently.

4.2. The charitable assistance is voluntary and is not subject to further return to the Philanthropist. The Philanthropist has the right to determine the specific purpose of their charitable assistance within the framework of the programs (projects), goals, and areas of charitable activity of the Foundation by entering into a separate agreement with the Foundation on the provision of charitable assistance, in accordance with Clauses 1.3 and 2.3 of this Offer.

4.3. In accordance with this Offer and Agreement, charitable assistance is provided by the Philanthropists and used by the Foundation to implement and ensure its charitable activities (implementation of areas, goals of charitable activities, and charitable programs (projects) of the Foundation) following its Charter and the law of Ukraine. The Philanthropist agrees with the designated purpose of charitable assistance provided by them to the Foundation.

4.4. When providing charitable assistance, for the correct identification of the Philanthropist, they provide their contact information: the name and surname of an individual or the name of a legal entity; email address and/or phone number; other information that allows the identification of the Philanthropist.

5. RIGHTS AND OBLIGATIONS OF THE PARTIES

5.1. The Foundation commits to use the charitable assistance provided to it by the Philanthropist in strict accordance with the laws of Ukraine and only within the framework of activities based on its Charter.

5.2. The Foundation has the right to independently determine the directions of the use of charitable assistance provided to it in accordance with the activities based on the Foundation's Charter and the laws of Ukraine, except for cases when the Philanthropist has determined the specific purpose of their charitable assistance under a separate agreement with the Foundation. Thus, if the specific purpose of charitable assistance is not determined by the Philanthropist, the charitable assistance is provided for the activities based on the Foundation's Charter.

5.3. The Philanthropist has the right to receive information about the usage of their charitable assistance. For this, the Foundation may publish its financial reports on the Website (monthly, quarterly, annually, etc.), including information on (i) the amounts of charitable assistance received by the Foundation during the reporting period and (ii) The Foundation's expenses during the reporting period. Upon the written request of the Philanthropist, the Foundation may also confirm the usage of charitable assistance with additional documents. The Foundation provides access to the reports on the use of charitable assistance in the manner and within the time limits in accordance with the laws of Ukraine, this Offer and Agreement.

5.4. By providing charitable assistance to the Foundation, the Philanthropist unequivocally asserts (i) their legal capacity, (ii) the voluntary nature of entering into the respective deal, (iii) that the subject of the charitable assistance is not under prohibition, arrest, is not in lien, is not encumbered by any other third parties rights, and that it has not been acquired in violation of the Law of Ukraine "On Prevention and Counteraction to Legalization (Laundering) of Criminal Proceeds, Financing of Terrorism and Financing of Proliferation of Weapons of Mass Destruction" dated December 6, 2019, No. 361-XI. If the Foundation has reasonable doubts about these statements, the Foundation has the right to request the Philanthropist to provide relevant supporting evidence for these statements and the Philanthropist commits to do so.

6. ACCEPTANCE

6.1. Acceptance is the complete and unconditional agreement of the Philanthropist with the Offer related to the transfer of charitable assistance to the ownership of the Foundation (making a money transfer using the payment forms and other ways available on the Website, as well as by transferring funds to the Foundation's current account through banking institutions; by transferring other property as charitable assistance to the ownership of the Foundation). The moment of Acceptance is the date of crediting the relevant funds of the Philanthropist to the Foundation's bank account or the date when the other property is transferred by the Philanthropist to the Foundation's ownership as charitable assistance.

6.2. Acceptance of the Offer means that the Philanthropist agrees with all its provisions and fully understands and agrees with the subject of the Agreement, for the purpose of providing charitable assistance and with the Foundation's right to use a part of the charitable assistance provided by the Philanthropist for the administrative expenses of the Foundation, not exceeding what is allowed by the laws of Ukraine.

6.3. The Philanthropist and the Foundation, guided by Articles 639, 641, 642 of the Civil Code of Ukraine, agree that from the moment of Acceptance, the Agreement is considered to be concluded. At the same time, the Parties agree that the failure of either Party to comply with the written form of the deal does not imply its invalidity.

6.4. The Foundation processes the Philanthropist's personal data provided while visiting the Website and/or providing charitable assistance to the Foundation (hereinafter referred to as **"the Personal Data"**) for the purpose of proper implementation of this Offer, the Agreement and the activities based on the Foundation's Charter. Detailed information regarding the processing of the Philanthropist's Personal Data and other confidential information by the Foundation can be found in the Privacy Policy on the Foundation's Website.

7. FINAL PROVISIONS

7.1. The relations between the Philanthropist and the Foundation are directed by the provisions of the current laws of Ukraine.

7.2. The Foundation's liability for any violations of this Offer, the Agreement, or the use of charitable assistance provided by the Philanthropist to the Foundation occurs based on the grounds, scope, and procedures established by the norms of the current laws of Ukraine.

7.3. By accepting the Offer, the Philanthropist gives consent to the processing of their Personal Data disclosed by the Philanthropist when providing a charitable assistance for the purpose of fulfilling the conditions of the Accept and Agreement. Such Personal Data may include name, surname, address, place of residence, email address, telephone number, and banking details (when transferring funds to the Foundation's current account through banking institutions). The permissible types of Personal Data processing include their collection, registration, accumulation, storage, adaptation, modification, updating, usage and dissemination (distribution, implementation, transfer), depersonalization, and destruction. The Foundation undertakes not to disclose the Philanthropist's Personal Data to third parties without the Philanthropist's permission, except when such disclosure is required by state authorities or is otherwise required in accordance with the laws of Ukraine. The Philanthropist confirms that they have been informed about the rights established by the Law of Ukraine "On Personal Data Protection" dated June 1, 2010, No. 2297-VI. The extent of the Philanthropist's rights as a Personal Data subject in accordance with the Law of Ukraine "On Personal Data Protection" dated June 1, 2010, No. 2297-VI is known and understood by them.

7.4. In case of any disputes between the Philanthropist and the Foundation, such disputes are settled through negotiations. In case disputes cannot be resolved through negotiations, they are to be considered by the courts in accordance with the procedures established by the current laws of Ukraine.

8. CONTACT INFORMATION OF THE FOUNDATION

CHARITABLE ORGANIZATION «CHARITABLE FOUNDATION «Kyiv Mohyla Foundation of Ukraine»

Code of legal entity 44997419

Address: 6, Skovorody Street, office 45, 04070, Kyiv, Ukraine

Email: Foundation@ukma.edu.ua