

IOM office-specific Ref. No.:	
IOM Project Code:	

DONATION AGREEMENT
between the
International Organization for Migration
and
Elementary school of Kráľovce

This Donation Agreement (the “**Agreement**”) is entered into by the **International Organization for Migration (“IOM”)**, a related organization of the United Nations, Mission in Slovakia of Grosslingova 35, 811 09 Bratislava, Slovak republic, represented by Valon Halimi, Chief of Mission, and **Elementary School Tomášikova**, (hereinafter referred to as the “**Donee**”), with its registered seat at Tomášikova 31, 040 01 Kosice, represented by PaedDr. Renata Obšatníková, Director. IOM and the Donee are also hereinafter referred to individually as a “**Party**” and collectively as the “**Parties.**”

1. IOM hereby gives and relinquishes all legal rights, title and interest in the items listed in the table below (the “**Property**”) to the Donee. The transfer of title is without reservation or restriction.

Amount	Unit	Serial number	Description
1	1	RML 69770	Canon- iR 2520 Printer

2. Handover
 - (a) IOM will deliver the Property to Tomášikova 31, 040 01 Kosice on April 3rd, 2024.
 - (b) Upon handover of the Property, the Donee shall examine the Property and sign a handover document acknowledging its receipt and acceptance of the Property.
3. The transfer of title shall come into effect upon the receipt and acceptance of the Property by the Donee.
4. IOM warrants that it is the lawful owner of the Property and that the Property is free of any encumbrances or any other claims by a third party. IOM does not provide any warranties as to the quality of the Property or its fitness for the purposes for which it is donated.
5. Dispute Resolution
 - (a) Any dispute, controversy or claim arising out of or in relation to this Agreement, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties.
 - (b) In the event that the dispute, controversy or claim is not resolved by negotiation within 3 (three) months of receipt of the notice from one Party of the existence

of such dispute, controversy or claim, either Party may request that it be submitted to mediation in accordance with the UNCITRAL Mediation Rules in effect at the time of the dispute.

- (c) In the event that mediation is not successful, either Party may submit the dispute, controversy or claim to arbitration in accordance with the UNCITRAL Arbitration Rules in effect at the time of the dispute no later than 3 (three) months following the date of termination of the mediation as per Article 9 of the UNCITRAL Mediation Rules. The number of arbitrators shall be one and the language to be used in the arbitral proceedings shall be English. The appointing authority shall be the Secretary General of the Permanent Court of Arbitration. The arbitral tribunal shall have no authority to award punitive damages. The seat of the arbitration shall be Geneva, Switzerland.
 - (d) All aspects of the dispute resolution as per paragraphs 1 to 3 of this Article shall be treated as confidential by the Parties and all others involved.
 - (e) The present Agreement as well as the arbitration agreement above shall be governed by the terms of the present Agreement and supplemented by internationally accepted general principles of law (including the UNIDROIT Principles of International Commercial Contracts) for issues not covered by the Agreement, to the exclusion of any single national system of law that would defer the Agreement to the laws of any given jurisdiction.
 - (f) This Article survives the expiration or termination of the present Agreement.
6. Nothing in or relating to the Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of the International Organization for Migration as an intergovernmental organization.
7. This Agreement will enter into force upon signature by both Parties.
8. Any change to the terms and conditions detailed herein shall be documented in a written amendment to this Agreement.

Signed in duplicate in English, on the dates and at the places indicated below.

For and on behalf of

The International Organization for Migration

Signature

HALIMI Valon

Digitally signed by HALIMI
Valon
Date: 2024.04.02 16:22:18
+02'00'

Name: Valon Halimi

Position: Chief Of Mission

Date:

Place:

To be signed by the Donee upon its receipt and acceptance of the Property

For and on behalf of
Elementary school of Tomasi

Signature

Name: PaedDr. Renata Obšatníkqvá

Position: Director

Date:

Place: