

# Definition

Terms. By Terms are further meant these donation terms.

**Endowment fund** - "Endowment fund" means Green Innovation Academy, endowment fund, registration number 095 92 831, with headquarters Sokolská třída 966/22, Moravská Ostrava 702 00, Ostrava, registered in the foundation register maintained by the Regional court in Ostrava, file number N 1350.

The purpose of the Endowment fund is to promote and support ideas and innovations with focus on sustainable development, which reconciles economic and social progress with the full preservation of the environment for future generations.

**Donator** - "Donator" means natural or legal person providing Contribution to the Endowment fund.

**Contribution** - "Contribution" means a donation made by the Donator to the endowment fund in the form of a financial or non-financial contribution.

**Website** - "Website" means the website of the endowment fund [www.wearegia.eu](http://www.wearegia.eu)

**Project** - "Project" means a specific project which is in relation to the Endowment fund in the interest of the incubation process or within participation in the incubation process.

**Total amount collected** - "Total amount collected" means the sum of all contributions which the Donors have provided to the Endowment fund up to the point.

**Bank account** - "Bank account" means bank account no. 5875866002/5500 held with Raiffeisenbank, Inc., established for the purposes of financing the Endowment fund, to which the Donors can send their contributions.

## Fundamental provisions

These donation terms apply to providing Contribution to the Endowment fund.

By providing Contribution to the Endowment fund, the Donator agrees to the Terms and undertakes to comply with it.

If a separate written donation agreement or other written agreement is concluded between the Donator and the Endowment fund with which these Terms are in conflict, such donation agreement or other agreement shall take precedence over these Terms.

## Basic description

Green Innovation Academy, endowment fund, helps startup entrepreneurs overcome initial obstacles on the way to their mission. Those who come up with an idea of solving long-term sustainability problems often fail before they build their first prototype and find their first customer. Green Innovation Academy, endowment fund helps such entrepreneurs with financing and shaping their visions without burning unnecessary time and energy, in order to reach success as efficiently as possible.

### **Streams (areas) of sustainability GIA helps in:**

- Air
- Water
- Energy
- Circular economy
- Agriculture & food
- Mobility
- Education
- Healthcare

## Providing Contribution

Donator is authorized to provide the Endowment fund with Contribution according to these Terms by wire transfer.

Contributions by wire transfer may be provided via project Website. By wire transfer Contributions are sent to the Endowment bank account no.5875866002/5500 held with Raiffeisenbank, Inc. If the Donator is a legal entity, the variable payment symbol is the Donator's identification number (ID). If the Donator is a natural person, the variable payment symbol is their date of birth in DDMMYYYY format.

Unless the Donator and the Endowment fund agree otherwise or unless they conclude a written contract, a donation contract is concluded between the Donator and the Endowment fund. Subject of the donation contract is the provision of the Contribution, at the time of sending the Donator's payment to the Endowment fund's bank account.

Costs arising to the Donator in relation to providing the Contribution, e.g. internet connection costs, bank fees etc. are covered by the Donator.

In case of interest in issuing a confirmation receipt of the Contribution within the meaning of Act No. 586/1992 Coll. on Income Taxes, the Donator will contact the Endowment fund by phone +420 723 526 574 or via e-mail [sayhello@wearegia.eu](mailto:sayhello@wearegia.eu). The Endowment fund is obliged to send such a confirmation without undue delay but no later than within one week of the expiry

of the 30-day period for the Endowment fund's possibility to withdraw from the donation contract.

## Use of the Contribution

The Endowment fund is obliged to dispose of the Contribution in accordance with its foundation charter, or the statute and the decision of the Endowment fund's Management Board.

In case that for the given period of time an amount exceeding the budget of incubation program, it shall be in the competence of the Endowment fund to determine how it will be further disposed of the financial amount, as follows:

- Investment into infrastructure and incubating services improvements
- Investment into HR
- Increasing funding of startups within incubation

The Endowment fund's Management Board is entitled, within 30 days of the date of receipt, to decide to refuse the Contribution, even without giving a reason, in particular when the Donator is a legal entity with non-transparent ownership structure. In such a case, the Endowment fund is entitled to withdraw from the concluded donation contract in writing, with *ex tunc* effect. The Endowment fund is then obliged to return the Contribution to the bank account from which the funds were credited without any undue delay from the day of contract withdrawal. Donator is not entitled to interest added during the time period from granting the Contribution until its return. In such a case, the Donator is not entitled to the confirmation of provision of the Contribution within the meaning of Act No. 586/1992 Coll. on Income Taxes.

## Privacy

Personal data of the Donator obtained by the Endowment fund related to the Contribution provided is processed by the Endowment fund on the basis of Article 6 paragraph 1, letter b) and c) and Article 9 paragraph 2, letter b) of the General Regulation of the European Parliament and the Council on the protection of personal data no. 2016/679 (hereinafter referred to as the "GDPR").

Personal data of the Donator are processed solely for the purpose of fulfilling legal obligations and contractual relationships established on the donation contract.

Personal data will be processed till the end of eighth calendar year following the calendar year in which the Contribution to the Endowment fund was made by the Donator.

The Donator has the right to request access, adjustment or erasure of their personal data from the Endowment fund. The Donator has also the right to request restriction of processing as well as the right to object to processing as well as to the portability of the data.

The Donator has the right to file an appeal with the Office for Personal Data Protection which is the supervisory authority for the protection of personal data in the Czech Republic, against the processor of their personal data.

Providing personal data of the Donator is a contractual requirement of the Endowment fund. Providing personal data from the side of the Donator is obligatory. By not providing personal data, the Endowment fund would not be able to fulfill its obligation arising from the concluded donation contract.

## Final provisions

These Terms abide with Czech legal system, in particular Act no. 89/2012 Coll., the Civil Code.

All disputes arising from these Terms, as well as from individual donation contracts concluded under these Terms, will be settled by the courts of the Czech Republic in jurisdiction and local competency.

These Terms take effect and were published on the Website on 27th September 2021.

### **Guaranteed by:**

Václav Gregor - Chairman of the Management Board

Ing. Hynek Sochor - Auditor