SPONSORSHIP AGREEMENT

NO. \_\_\_\_\_/\_\_\_\_\_\_\_\_\_\_\_

**1.1. SC ............................ Srl** with registered office in ......................., Str. ............................., No ...., ........................., registered with the Trade Register under the number .............................., unique identification code ................................, tax attribute..........., tel.: …………………bank account.................................; , opened at.................................... legally represented by**.................................................**, as.............................**,** hereinafter referred to as **SPONSOR**,

**1.2. ASOCIATIA PASTEL,** with the certificate of registration in the Register of Associations and Foundations no. 82/20.10.2020, Tax Identification Number 43260055, bank account RO22MIRO0000907290500101 opened at ProCredit Bank, with headquarters in Bucharest, str. Ardeleni, nr. 33 sector 2, tel. : 021 335 84 45 e-mail : contact@asociatiapastel.ro, registered in the Register of nonprofit entities/units for which tax deductions are granted under no. 82/20.10.2020, represented by Oprea Andreea, as Executive Director hereinafter referred to as the BENEFICIARY **of** the Sponsorship.

The Parties have agreed on the following clauses:

Art. 1. PURPOSE

**1.1** The purpose of this agreement is the sponsorship, under the conditions of Law 32/1994 on sponsorship and Law no.227/2015 on the Fiscal Code, by the SPONSOR, of the activity organized by the BENEFICIARY consisting of………………. ( e.g. goods worth x lei or x lei)

Art. 2 DURATION:

**2.1.** The sponsorship is unique and will be made available to THE BENEFICIARY within a maximum of 5 days from the date of signing the sponsorship agreement. This agreement shall enter into force on the date of its signing by both parties.

Art. 3. Payment

**3.1.** The payment of the amount that constitutes the sponsorship is made **by** the SPONSOR in the IBAN **account** of the BENEFICIARY RO22MIRO0000907290500101, opened at ProCredit Bank.

Art. 4 TERMINATION OF THE AGREEMENT:

**4.1.** This Agreement shall terminate by operation of law, without the need for the intervention of an arbitral tribunal or of a court of law, if one of the Parties:

- does not fulfill one of the essential obligations shown in art. 2.

- one of the parties is in default or bankruptcy proceedings have been initiated.

- the parties assign this agreement.

- breaches one of its obligations, after being warned, by a written notice, by the other party, which shall be sent 15 days before the date on which the agreement is terminated.

**4.2.** The termination of this Agreement shall have no effect on the obligations already due between the Contracting Parties, not removing the liability of the Party from whose fault the termination of the Agreement took place.

 **Art. 5 FORCE MAJEURE:**

**5.1.** Force majeure, as defined by law, protects from liability the party invoking it within 3 days from the moment of cessation of the force majeure event that had as a consequence the impossibility of fulfilling its obligations.

 **Art. 6 NOTIFICATIONS:**

**6.1.** The addresses, notifications, as well as any other acts of communication made between the two parties, regarding this agreement, will be made - under the sanction of absolute nullity - in writing, by telegram, telex or registered letter and will be confirmed in writing at the address mentioned as registered office by each contracting party, with acknowledgment of receipt.

 **Art. 7 FINAL CLAUSES:**

**7.1.** Conflicts arising between the Parties, upon the performance of this Agreement, shall be settled by direct conciliation at the headquarters of the BENEFICIARY of the Sponsorship, by a Commission consisting of two representatives of each Party, complying with the provisions of the Code of Civil Procedure, as well as those provided in the special laws.

**7.2.**  If no amicable solution is reached, the dispute shall be submitted for settlement to the competent courts of law at the headquarters of the Sponsorship BENEFICIARY .

**7.3.**  Amendments, additions or completions to this Agreement, under the sanction of absolute nullity, shall be made only by means of an addendum.

**7.4.**  This agreement supersedes any previous agreement, as well as any subsequent agreement that would occur between the parties, and which is not recorded in an addendum to this agreement.

This agreement was concluded on the date stipulated above, in two copies, one for each party, in compliance with the provisions of Law 32/1994 and the Fiscal Code.

For and on behalf of For and on behalf of

**SPONSOR**                        **SPONSORSHIP BENEFICIARY**

SC ..................................... SRL ASOCIATIA PASTEL

 ............................. Executive Director

 ........................... Oprea Andreea