

Gift Agreement No. DL20__ - __



Riga, Latvia

_____ 20__

The association “Latvians Abroad - Museum and Research Centre”, reg. No. 40008119789, legal address Mazā Nometņu iela 65A, Riga, LV-1002, Latvia, operating on the basis of its Articles of Association (hereinafter “Articles”) (hereinafter “MUSEUM”), as represented by (_____), acting on the basis of a power of attorney, as one party, and _____ (hereinafter “DONOR”), as the other party, hereinafter referred to collectively as “PARTIES”, and each individually as “PARTY”, enter into this Gift Agreement (hereinafter “Agreement”) regarding the following:

1. The DONOR hereby, free of charge and without any conditions, donates to the MUSEUM ____ (_____) items belonging to the DONOR, (hereinafter “Subject of the Agreement”), in accordance with the attached Annex, which is an integral part of this Agreement.
2. The DONOR certifies that it is the sole legal owner of the Subject of the Agreement, that the Subject of the Agreement has not been alienated or promised to be alienated to any third party, has not been transferred in any way to the possession and/or use of any third party for consideration or unrestricted possession, pledged or otherwise encumbered.
3. The MUSEUM undertakes to make a timely decision and inform the DONOR about inclusion of the Subject of the Agreement in the MUSEUM's collection by drawing up a unilateral Certification regarding Acceptance of Items (hereinafter “Certification”), which is attached to the Agreement and is an integral part thereof. Until the MUSEUM has drawn up the Certification, the Subject of the Agreement shall be under the temporary custodianship of the MUSEUM.
4. If the MUSEUM completes the Certification, then the MUSEUM shall be deemed to have accepted with gratitude from the DONOR the items listed in the Certification. Items not listed in the Certificate shall not be accepted as the property of the MUSEUM and shall be returned to the DONOR, regarding which a separate agreement shall be reached by the PARTIES.
5. Upon signing the Agreement, the MUSEUM obtains the exclusive, unrestricted right to use the Subject of the Agreement referred to in the Certification. The MUSEUM has the right to reproduce the respective items for ensuring the achievement of its activities and goals.
6. If the DONOR owns a copyright to the Subject of the Agreement, then the MUSEUM shall obtain ownership of this copyright to the Subject of the Agreement. If the DONOR is not the owner of the copyright to the Subject of the Agreement, then the conditions related to the copyright shall be resolved in accordance with the procedures specified by the law of the Republic of Latvia.
7. The MUSEUM shall safekeep the Subject of the Agreement in accordance with the Cabinet of Ministers Regulations No. 956 of 21 November 2006 “Regulations on the Collection of National Museums”.
8. The PARTIES shall not be liable for the non-performance, breach or delay in the performance of obligations under the Agreement in the event that such non-performance or delay is caused by force majeure. The PARTIES agree that for the purposes of this Agreement, force majeure circumstances include circumstances that materially affect the obligations of the PARTY concerned, rendering it impossible to perform or significantly impeding the performance of contractual obligations, provided that the affected PARTY is not responsible for such circumstances setting in and these circumstances are beyond the reasonable control of the affected PARTY and cannot be prevented by reasonable efforts, or can only be prevented by disproportionately high additional financial investment, including, for example, hostilities, riots, acts of terrorism, fire, natural disasters, state and local government actions that cannot be contested or

appealed, and any other circumstance which, in accordance with the law of the Republic of Latvia, may be considered force majeure. A PARTY affected by force majeure shall undertake to immediately notify the other PARTY of the occurrence of such circumstances and shall take all reasonably practicable steps to prevent or mitigate the consequences of the force majeure.

9. This Agreement reflects the entire agreement between the PARTIES, and the PARTIES are familiar with the content of the Agreement and agree to all the provisions of this Agreement, as confirmed by their signatures.

10. Any disputes and disagreements arising from this Agreement shall be settled by mutual agreement between the PARTIES. If no mutual agreement is reached, the dispute shall be referred to a court of the Republic of Latvia according to the relevant jurisdiction.

11. Any amendments and additions to this Agreement shall be valid only if made in writing and signed by the PARTIES. They shall be annexed to the Agreement and shall form an integral part thereof.

12. The law of the Republic of Latvia shall apply to the performance and interpretation of the obligations specified in the Agreement.

13. The Agreement is drawn up and signed on 2 (two) pages in two copies; each copy shall have equal legal force; each PARTY shall receive one copy of the Agreement.

14. PARTIES' details:

ASSOCIATION:
Association "Latvians Abroad – Museum and
Research Centre"
Reg. No. 40008119789
Mazā Nometņu iela 65A, Riga, LV-1002, Latvia

DONOR:

/_____/

/_____/

Annex to Gift Agreement No. DL20__ - __

No.	Name of item and brief description	Quantity

Donated by:

Accepted by:

/_____/

/_____/