

Sample Agreement

150% tax deduction on cash donations to Culture

Contract entered on the [insert date]

Between

[name of company giving the donation] having its registered office at [insert registered address], having income tax registration number [enter Income Tax registration No] (hereinafter referred to as the 'Donor') on the one part;

And

[name of doantion recipient] with Voluntary Organisation N° [enter VO number], having its registered office at [insert registered address]; having income tax registration number [enter Income Tax registration No] (hereinafter referred to as the 'Beneficiary'), on the other part.

Premised:

Whereas the Donor is committing him/herself to [insert clear description of donation and what activity will be supported].

The parties agree that:

1. The amount of the donation will be that of _____. This amount will be donated in support of _____, held on the _____ at _____. *[if the donation is not for a specific event amend accordingly]*
2. For the Donation to be accepted under the abovementioned tax deduction scheme there needs to be an official proof of transaction, that is original or true certified copies of bank statements clearly showing the transaction occurring between the parties. Acceptable transaction types include:
 - i) direct bank transfer
 - ii) bank draft
 - iii) cheque

3. For this Donation to be eligible the Beneficiary is to clearly ascertain that no service, promotion, placement or exclusivity is being offered to the Donor. Such actions will bring the automatic exclusion of the said donation from the scheme.
4. By signing this agreement, the Beneficiary declares that he/she is registered as a Voluntary Organisation with the Office of the Commissioner Voluntary Organisations and compliant with tax reporting obligations.
5. This Agreement shall be governed, construed and interpreted in accordance with the Laws of Malta.
6. Should any provision of this Agreement be held to be void or unenforceable in whole or part by any court, tribunal or other competent authority, it shall not invalidate the other provisions of this Agreement and the remainder of the provisions shall continue to be valid.
7. This Agreement contains all agreements of the Parties with respect to any matter mentioned herein, and supersedes and replaces any prior agreements or understandings pertaining to any such matter between the Parties. This Agreement may only be modified in writing and signed by both Parties.
8. Where no amicable settlement to a dispute can be reached within 30 days the Parties hereby agree to refer the matter to the Malta Arbitration Centre, in terms of the Malta Arbitration Act, Chapter 387 of the Laws of Malta.

Agreed to and signed by:

[Name of person signing]
[Name of Donor Company]

Date _____

[Name of person signing]
[Name of Beneficiary Organisation]

Date _____