**外币捐赠提示**

**根据国家外汇管理局关于外币捐赠的要求，外币捐赠人必须签署公益捐赠的相关文件和信息，否则外币捐赠将会被退回。为此，请外币捐赠人务必填写下列“捐资协议书”，并签名（必须手写）后将电子版文件发送到我会邮箱：[wbjz@ccafc.org.cn](mailto:wbjz@ccafc.org.cn) 。谢谢！**

**境外外币捐款银行信息如下：**

|  |
| --- |
| **Account name： China Charities Aid Foundation for Children**  **Bank name：Bank of China BeiJing XiCuilu sub-branch**   * **Overseas foreign currency donation:** |
| **Account number：319456027857**  **SWIFT CODE: BKCH CN BJ 110**   * **Overseas RMB donation:**   **Account number：320756027856** |
| **CNAPS number: 104100005320** |
| **Address：Building 5, No. 11 Lianhua Chi West, Fengtai District, Beijing, China** |

**中华少年儿童慈善救助基金会**

**2019年6月**

捐资协议书

Donation Agreement

甲方： （以下简称“甲方”）

法定代表人：

住所地：

Party A: (hereinafter referred to as “Party A”)

Legal Representative:

Address:

乙方：中华少年儿童慈善救助基金会（以下简称“乙方”）

法定代表人：王林

住所地：北京市丰台区莲花池西里11号院5号楼

Party B: China Charities Aid Foundation for Children (hereinafter referred to as “Party B”)

Legal Representative: Wang Lin

Address: Building5, No. 11 Lianhua Chi West, Fengtai District, Beijing, China

为支持中华少年儿童慈善救助基金会实施慈善救助项目，帮助孤儿、流浪儿、辍学学生、失足少年儿童及有特殊困难的少年儿童，甲方自愿无偿向乙方捐资，经协商双方达成如下协议：

In order to support CCAFC to implement the charity programs, to provide help to orphans or adoption, homeless children, dropouts, problem teenagers and other children with special needs, Party A agrees to donate money to Party B voluntarily. Both parties have reached the following agreement through consultation:

第一条 甲方自愿无偿向乙方捐赠 ，自本协议签订之日起 日内将捐款全部汇入乙方账户。乙方收到[甲方](http://www.86exp.com/hetong/)赠与财产后5日内向甲方开具捐赠收据。

1. Party A agrees to donate to Party B voluntarily. From the date of signing of this agreement, Party A shall remit the donation into Party B’s bank account within days. Party B shall issue the donation receipt to Party A within 5 days after receiving the donation.

甲方承诺，甲方履行本协议的行为符合国家有关法律、法规和相关政策的规定，所捐资金来源合法。甲方保证对该捐赠资金拥有合法所有权，并且不侵犯其他人的合法权益。甲方承诺不会使乙方因接受捐赠引起任何法律纠纷、争议，否则甲方将承担因纠纷产生的全部法律和经济责任。

Party A shall agrees, to fulfill this agreement, all the performance shall comply with the laws and regulations and the relevant policies, and to ensure that legitimate sources of donations. Party A shall ensure that Party A has the ownership of the donations, which be sure from legal source, and make sure that do not infringe upon the rights and interests of other parties. Party A agrees that Party B shall not be involve any legal dispute caused by accepting of donations, otherwise party A shall take full legal liability and economic responsibility due to disputes arising.

乙方的账户信息为：

Account information of Party B

|  |
| --- |
| Account name： China Charities Aid Foundation for Children  Bank name：Bank of China BeiJing XiCuilu sub-branch  Overseas foreign currency donation: |
| Account number：319456027857  SWIFT CODE: BKCH CN BJ 110   * Overseas RMB donation:   Account number：320756027856 |
| CNAPS number: 104100005320 |
| Address：Building5, No. 11 Lianhua Chi West, Fengtai District, Beijing, China |

第二条 乙方承诺按照《公益事业捐赠法》、《基金会管理条例》和《民间非营利组织会计制度》及其他有关法律法规制度等对捐款进行管理。

2. Party B shall promise to supervise and manage the donations in accordance with The Law of the People's Republic of China on Donations for Public Welfare, The Regulations of Foundation Management, The Non-Profit Organization Accounting System and other relevant laws and regulations.

第三条 甲乙双方一致同意，捐款的使用比例按照《基金会管理条例》的有关规定执行。

3. Both parties shall make an agreement that the use of donations must be according to the stipulations of The Regulations of Foundation Management.

第四条 甲方有权向乙方查询捐款的使用、管理情况，并提出意见和建议。对于甲方的查询，乙方应当如实答复。

4. Party A has the right to check with Party B on the use and management of donations and to put forward any suggestions and comments. Party B should respond to Party A’s query truthfully.

第五条 甲方就捐赠进行宣传的过程中，涉及使用乙方的名称、标识、图片和文字等有关宣传资料须经乙方书面审定确认。经甲方要求，乙方可以向甲方提供相关资料，协助甲方进行宣传。甲方违反本条约定，给乙方造成经济损失或声誉损害的，应承担赔偿责任。

5. In the process of publicity for the donations, Party A has to obtain the confirmation from Party B when involving the use of Party B’s name, logo, pictures, texts and other relevant publicity material. With the request of Party A, Party B may provide relevant material to Party A assisting with the publicity. IF Party A violates this agreement and causes economic losses and reputation damage of Party B, Party A shall be liable for compensating to Party B for any losses.

第六条 本协议经甲乙双方签字盖章之日起生效。

6. This Agreement shall take effect from the date of both parties signed and sealed.

第七条 本协议在履行过程中发生的争议，由双方协商解决；协商不成的，所涉争议应提交北京仲裁委员会由3名仲裁员依据北京仲裁委员会届时有效的仲裁规则以中文进行仲裁解决。

7. In case of any dispute or any divergences arising in the process of performance of this agreement, it shall, first of all, be settled by Party A and Party B through negotiations. In case no settlement can be reached, the disputes shall be submitted to Beijing Arbitration Commission and settled by three arbitrators in accordance with the Beijing Arbitration Commission Arbitration Rules then in effect in Chinese.

第八条 本协议未尽事宜，由甲乙双方协商解决或以书面形式签署补充协议。

8. Anything not covered in this agreement shall be discussed separately for a settlement by both parties through consultation or supplementary agreement thereto shall be signed correspondingly.

第九条 本协议壹式贰份，甲乙双方各执壹份。

9. This contract shall be executed in duplicate, each of which shall be held by Party A and Party B respectively.

甲方（盖章）：

授权代表（签名）：

日期：   
 Party A (Seal): Signed by Authorized

Authorized Representative:

Signing Date:

乙方（盖章）：中华少年儿童慈善救助基金会

授权代表（签名）：

日期：

Party B (Seal): China Charities Aid Foundation for Children

Authorized Representative:

Signing Date: