

深圳市递爱福公益基金会
与
【合格受赠组织名称】
之
捐助协议
Grant Agreement between
【Name of the Qualified Grantee】
and
the China DAF (Donor Advised Fund) Charity

(2019年12月10日理事会执行委员会审批通过,
2020年11月28日理事会执行委员会予以修改和重述)
(Approved by the Executive Committee of the Board of Directors
on December 10th, 2019,
amended and restated by the Executive Committee of the Board of Directors
on November 28th, 2020)

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本文件英文翻译已由母语为英文的人员审阅。

If you have any comments or suggestions on the content of this document, please send them to general-office@DAF-charity.org.cn. We value your feedback and help in improving this document. The English translation has been reviewed by native English speakers.

捐助协议

Grant Agreement

捐赠方（甲方）：深圳市递爱福公益基金会

Grantor (Party A): The China DAF (Donor Advised Fund) Charity

统一社会信用代码: 53440300MJL18939XH

Unified Social Credit Code: 53440300MJL18939XH

注册地址: 深圳市福田区红荔路 1001 号青少年活动中心小区 4 栋 501

Registered Address: Room 501, Block 4, Shenzhen Adolescent Activity Center, 1001 Hongli Road, Futian District, Shenzhen

法定代表人: 刘柏荣

Legal Representative: Borong Liu

联系电话: 0755-22737151-342

Contact Number: 0755-22737151-342

邮政编码: 518000

Zip Code: 518000

邮箱: info@DAF-charity.org.cn

Email Address: info@DAF-charity.org.cn

受赠方（乙方）: 【】

Grantee (Party B):

联系电话: 【】

Contact Number:

联系地址: 【】

Contact Address:

邮政编码: 【】

Zip Code:

依照《中华人民共和国民法典》《中华人民共和国慈善法》《中华人民共和国公益事业捐赠法》以及其他中国法律、法规的规定，根据《深圳市递爱福公益基金会章程》《深圳市递爱福公益基金会捐赠、投资、捐助指引》《深圳市递爱福公益基金会捐赠说明书》以及甲方其他有关规定，甲方自愿向乙方进行捐赠。

Party A voluntarily grants to Party B in compliance with the *Civil Code of the People's Republic of China, Charity Law of the People's Republic of China, Welfare Donation Law of the People's Republic of China*, and other Chinese laws and regulations and in accordance with the Articles of Organization of the China DAF Charity, the Contribution, Investment, and Granting Guidelines of the China DAF Charity (hereinafter the 'Guidelines'), the Contribution Prospectus of the China DAF Charity (hereinafter the 'Contribution Prospectus'), and other relevant regulations of Party A.

基于平等互利、诚实信用的基本原则，经友好协商，甲乙双方就捐赠事宜达成以下协议：

Both Parties, in accordance with the basic principles of equality, mutual benefit and good faith, after friendly negotiations, have reached the following agreement (hereinafter the 'Agreement') on the making of grants:

1 捐赠财产类型

Types of Grant Assets

为支持和促进乙方公益事业的发展，在甲方内部相关机构或人员审核同意的前提下，甲方将货币、股权或其他非公开市场流通的权益性资产捐赠至乙方。甲方应根据实际情况填写本协议附表一中的有关内容。

In order to support and promote the development of Party B's public welfare affairs, Party A will grant monetary assets, equity shares, or non-publicly traded equity assets to Party B on the premise of the review and approval of Party A's relevant organs or personnel. Party A shall fill out Form I based on actual conditions.

2 捐赠用途

Purpose of Grant

乙方接受捐赠，应当按照以下第【 】种用途使用捐赠财产：

Party B shall use granted assets in accordance with the purpose stipulated below after accepting the grant (state here):

(1) **特定用途捐赠：**专项用于乙方【 】公益项目（根据慈善账户顾问提出的捐助建议填写）；

Grant with Designated Purpose: Specially used for Party B's public welfare project (state name here)

(This shall be filled out based on the grant advice from the charitable account advisor).

(2) **无指定用途捐赠：**由乙方自主安排资金，用于符合乙方宗旨、业务范围及章程的公益事业。

Grant without Designated Purpose: Party B shall independently arrange the grant, in the use of public welfare undertakings that conform to Party B's mission, business scope and its articles of organization.

未经甲方书面同意，乙方不得擅自将甲方支付的捐赠财产直接或间接用于本条约约定之外的其他用途或事项。

Without the written consent of Party A, Party B shall not directly or indirectly use the grant assets paid by Party A for any other purpose or activity other than those stipulated in this article.

3 捐赠财产的支持

Payment of Grant Assets

3.1 捐赠财产的支持周期

Payment Frequency of Grant Assets

本协议项下捐赠财产采取以下第【 】种方式支付：

The payment of grant in the Agreement shall be made in one of the following ways (state here):

(1) 一次性支付: 具体支付时间为【 】;

Singular Payment: Specific payment date:

(2) 分期支付: 具体的分期安排为【 】。

Recurring Payment: Specific payment frequency:

3.2 捐赠财产支付方式

Payment Method of Grant Assets

3.2.1 对本协议项下货币财产, 双方协商选择以下第【 】种支付方式:

For monetary assets under the Agreement, the parties may negotiate to choose one of the following payment methods (state here):

(1) 微信;

WeChat;

(2) 信账宝账户系统;

XinPal Account System;

(3) 银行汇款;

Bank remittances;

(4) 其他法律法规、行业惯例或双方共同认可的支付方式。

Other payment methods in accordance with laws and regulations, industry practice or agreements between both Parties.

双方同意, 在甲方捐赠货币财产时, 不以现钞支付的方式进行捐赠。

Both Parties agree that when Party A grants monetary assets, payments shall not be made in banknotes or coins.

3.2.2 对本协议项下非货币财产, 双方应按照法律法规、行业惯例或双方共同认可的其他方式支付。

For non-monetary assets under the Agreement, both Parties shall make the payment in manners that are in accordance with laws and regulations, industry practice or agreements between both Parties.

3.3 收款账户

Receiving Account

本协议项下的捐赠财产收款账户将以乙方在递爱福（DAF）账户服务系统注册时填写的收款账户信息为准。乙方应确保其在递爱福（DAF）账户服务系统中所填写的收款账户信息的真实性、准确性以及完整性。如果收款账户信息发生变更，在本协议签署前，乙方须及时在递爱福（DAF）账户服务系统中更新相关信息，如乙方未能及时更新而造成的实际履行困难以及损失，由乙方自行承担。

The recipient account of grant assets under the Agreement shall be subject to the account information submitted by Party B at the time of registration in DAF Account Service System (hereinafter the ‘System’). Party B shall guarantee the authenticity, accuracy and completeness of the receiving account information submitted in the System. If the recipient account information changes, Party B shall update the information before the execution of the Agreement. If Party B fails to do so, it shall bear actual performance difficulties and all losses caused as a result.

3.4 乙方实际收到甲方的捐赠财产后，应在【3】个工作日内向甲方出具正式合法的收款凭证。

After party B receives the granted assets from Party A, Party B shall issue a formal and legal receipt voucher to Party A within 3 business days.

4 捐赠票据的开具

Issuance of Donation Receipts

- 4.1** 根据财政部《公益事业捐赠票据使用管理暂行办法》第十七条和第十八条的规定，乙方接受货币（包括外币）捐赠，应按实际收到的金额填开捐赠票据；接受非货币性捐赠时，应按其公允价值填开捐赠票据。

According to Article 17 and 18 of *Interim Measures on the Use and Management of Receipts for Public Welfare Donations*, when receiving monetary grants (including grant of foreign currency), Party B shall draft and issue donation receipts based on the amount actually received; when receiving non-monetary grants, Party B shall draft and issue donation receipts based on the fair value of such grant.

- 4.2** 乙方须在接受甲方货币捐赠财产后【5】个工作日内，向甲方开具捐赠票据。

Party B shall issue donation receipts to Party A within 5 business days of receiving Party A's monetary assets.

- 4.3** 乙方在接受甲方除货币捐赠财产外的其他类型捐赠财产时，须待该捐赠财产的公允价值确定后【5】个工作日内，向甲方开具捐赠票据。

For non-monetary assets that Party B receives from Party A, Party B shall issue donation receipts to Party A within 5 business days of the determination of the fair value of the non-monetary assets.

5 捐赠财产的使用监督及信息披露

Use, Supervision and Information Disclosure of the Grant Assets

- 5.1** 乙方应当依据《深圳市递爱福公益基金会捐赠说明书》《深圳市递爱福公益基金会捐赠、投资、捐助指引》的有关规定，按照提出该笔捐助建议的慈善账户顾问所选择的一种或多种信息披露方式，对捐赠款项的具体使用情况进行披露，以履行乙方向社会公众的基本信息披露义务。乙方应确保信息披露及时、真实、客观、全面。

Under the Guidelines and the Contribution Prospectus, Party B shall conduct information disclosure regarding the specific use of the granted assets according to one or more information disclosure methods chosen by the charitable account advisor who advises that grant in order to perform its duties of basic information

disclosure towards the public. Party B shall guarantee timely, true, objective and comprehensive information disclosure.

- 5.2** 为透明化披露与公益项目有关的现金流、信息流，乙方同意使用“公益项目信息管理服务平台”进行信息披露，并在该平台上传慈善财产的具体使用情况、慈善项目的具体执行情况、最终受益人的受益情况及受益人评价等信息，以履行乙方向特定相关方的实时性、过程化信息披露义务。

In order to transparently disclose the cash flow and information flow in relation to charitable projects, Party B agrees to use the Public Welfare Project Information Management Service Platforms for its information disclosure and to upload information such as the use of charitable assets, the implementation of charitable projects, the benefit status of the final beneficiaries and the beneficiaries' evaluations, so that it can perform its duties of real-time and process-based information disclosure towards specific parties.

- 5.3** 为进一步透明化披露乙方的捐赠财产使用情况，乙方除履行本协议第 5.1 条规定的向社会公众的基本信息披露义务及本协议第 5.2 条规定的向特定相关方的实时性、过程化信息披露义务外，甲方或提出捐助建议的慈善账户顾问均有权依据《深圳市递爱福公益基金会捐赠、投资、捐助指引》的规定，选择一家“合格受赠组织监督管理服务机构”，向乙方提供特殊监督管理服务，所产生的费用及其收费方式将在《深圳市递爱福公益基金会收费管理办法》中予以详细规定。

In order to further transparently disclose Party B's use of granted assets, in addition to duties of basic information disclosure towards the public in Article 5.1 of the Agreement and duties of real-time and process-based information disclosure towards specific parties in Article 5.2 of the Agreement, Party A or the charitable account advisor that advises such grant has the right to select a qualified grantees' supervisory institution to offer special supervisory service towards Party B, in compliance with the Guidelines. The expenses incurred and the specific fee-charging measures are stipulated in the Management Measures on Fees and

Expenses of the China DAF Charity (hereinafter the ‘Management Measures on Fees and Expenses’).

6 违约责任

Liability for Breach of Agreement

6.1 本协议约定之支付条件成就而甲方未依约支付捐赠财产的，乙方有权要求甲方限期支付，由此给乙方造成损失的，甲方应当依法赔偿。

Where the conditions for payment of the grant stipulated in the Agreement are fulfilled and Party A fails to pay the grant accordingly, Party B then has the right to request Party A to pay the grant within a limited term, and Party A shall compensate Party B’s losses caused as a result, according to the law.

6.2 如果乙方未按照本协议的要求履行向社会公众的基本信息披露义务，或者乙方未按照本协议的要求履行向特定相关方的实时性、过程化信息披露义务，或者乙方拒绝或未按照相关要求在慈善账户顾问指定或甲方指定/更换的“合格受赠组织监督管理服务机构”进行信息披露，将视为乙方违约。在捐赠财产已经部分支付的前提下，甲方有权暂停支付剩余财产；经沟通，若乙方仍然拒绝履行上述义务，则甲方可终止剩余捐赠财产支付，且不构成违约。

Party B’s failure in performing its duties in the Agreement (including basic information disclosure towards the public, real-time and process-based information disclosure towards specific parties, and information disclosure through qualified grantees’ supervisory institution appointed by corresponding charitable account advisor or Party A), constitutes violation of the Agreement. Party A has the right to suspend the payment of the remaining assets if part of the contributed assets has been paid. After communication, if Party B still refuses to perform these duties, Party A may terminate the payment of the remaining assets, which is not a breach of the Agreement.

6.3 乙方在捐赠财产支付完毕前被冻结合格受赠组织入库资格的，甲方有权暂停支付剩余捐赠财产；乙方被冻结合格受赠组织入库资格超过【30】日仍未恢

复合合格受赠组织入库资格的，甲方有权终止剩余捐赠财产支付，且不构成违约。

If Party B's qualification as a qualified grantee has been frozen before the completion of grant payment, Party A shall then have the right to suspend the payment of the remaining grant. If Party B fails to regain the qualification as a qualified grantee for more than 30 days after its suspension, Party A shall then have the right to terminate the payment of the remaining grant and it shall not constitute a breach of the Agreement.

- 6.4** 乙方未按照本协议之要求使用捐赠财产或者有其他严重违反协议情形的，甲方有权要求其改正，甲方在乙方违约使用财产且拒不改正的情况下有权向民政部门投诉、举报，或者向人民法院提起诉讼；甲方有权单方解除本协议，乙方应返还已支付的捐赠财产，由此给甲方造成的损失，乙方应当依法赔偿。

If Party B fails to use the property in accordance with the requirements of the Agreement or conducts any other material violation of the Agreement, Party A shall have the right to request Party B to rectify. If Party B violates the Agreement on the use of granted assets and refuses to rectify, Party A may file a complaint or report to the civil affairs department, or file a lawsuit in the people's court. Party A reserves the right to unilaterally terminate the Agreement, and Party B shall return the paid granted assets and compensate Party A's losses caused as a result.

- 6.5** 乙方未按照本协议之要求使用捐赠财产或者有其他严重违反协议情形的，经甲方催告仍未改正的，或者乙方存在《深圳市递爱福公益基金会捐赠说明书》规定的其他甲方可主动冻结乙方合格受赠组织的入库资格的情形时，甲方有权冻结乙方合格受赠组织的入库资格，由此给甲方造成的损失，乙方应当依法赔偿。

Party A shall have the right to freeze Party B's admission qualification for being a qualified grantee and Party B shall compensate Party A's losses caused therefrom according to the law, if (1) Party B fails to use the property in accordance with the requirements of the Agreement or has any other material violation of the Agreement, and fails to make any rectification after receiving Party A's reminder;

(2) another situation happening under the Contribution Prospectus where Party A has the right to freeze Party B's admission qualification.

7 争议解决

Dispute Resolution

7.1 因本协议引起或与本协议有关的一切争议，双方均应友好协商解决。

Any dispute arising from or in connection with the Agreement shall be resolved through friendly negotiation.

7.2 如双方在争议发生后 30 个自然日内协商未成，任何一方均有权将争议提交中国国际经济贸易仲裁委员会，按该会届时有效的仲裁规则在北京进行仲裁。仲裁裁决是终局性的，对双方均有约束力。除非仲裁裁决另有规定，双方为仲裁而实际支付的费用（包括但不限于仲裁费和合理的律师费）由败诉方承担。

If the dispute cannot be settled within 30 calendar days of the commencement of the dispute, either party may submit the dispute to the China International Economic and Trade Arbitration Commission (CIETAC) for arbitration in Beijing in accordance with the arbitration rules in effect when the application for arbitration is submitted. The arbitration award is final and binding on both Parties. Unless otherwise stipulated in the arbitration award, the costs actually paid by the two Parties for arbitration (including but not limited to the arbitration fees and reasonable attorneys' fees) shall be borne by the losing Party.

8 其他

Others

8.1 本协议仅适用于乙方为在中华人民共和国境内（不含港澳台）注册设立的非营利组织的情形。

The agreement applies to Party B only if Party B is a non-profit organization registered and established within the territory of the People's Republic of China (excluding Hong Kong, Macau and Taiwan).

- 8.2** 为符合甲方业务的统一表述习惯, 便于双方理解, 本协议名称虽为捐助协议, 但甲乙双方均同意并认可, 本协议中双方的法律关系为捐赠法律关系。

In line with the unified presentation of Party A's business practice, and for better mutual understanding, despite the fact that the Agreement is named as grant agreement, both Parties agree and recognize that the legal relationship between the two Parties in the Agreement is legal relationship of contribution.

- 8.3** 乙方的分公司或分支机构、代表处或者获得合法授权的相关职能部门均有权作为本协议的签署主体。

Party B's branch companies or branch organizations as well as representative offices and the relevant functional departments that have been legally authorized shall be entitled to sign the Agreement.

- 8.4** 如果乙方同时作为甲方迪爱福公益培训工程的项目执行机构, 且已经与甲方签订《迪爱福公益培训工程【XX】项目资助协议》或《迪爱福公益培训工程【XX】项目实施协议》(以下统称为“项目协议”), 若本协议与项目协议有不一致之处, 以项目协议的规定为准。

If Party B, in the meantime, acting as a project execution organization of DAF-Giving Charitable Training Projects, has signed either the Funding Agreement concerning Project [XX] or Implementation Agreement concerning Project [XX] with Party A (hereinafter 'Project Agreements'), and there are inconsistencies between the Project Agreements and this Agreement, then the Project Agreements shall prevail.

- 8.5** 本协议一式 2 份, 甲乙双方各执 1 份, 具有同等法律效力。双方一致同意并认可如下事项:

The Agreement is made out and executed in two original copies, one for each of the two Parties. Both original copies are identical and legally equal. Parties hereto further recognize and agree that:

8.5.1 如果双方法定代表人/授权代表当面签署本协议，则无须见证人或证明人在场；本协议自双方法定代表人/授权代表签字（或盖人名章）之日起生效，双方在本协议上加盖公章并非本协议发生法律效力的必要条件。

If the legal or authorized representatives of both Parties sign the Agreement in mutual presence, the presence of an attester or witness is not required for the Agreement to come into force. The Agreement shall come into force upon being manually signed (or stamped with a name seal) by the legal or authorized representatives of both Parties. The affixation of the official seals of both Parties on the Agreement is not required for the Agreement to come into force.

8.5.2 如果甲方或乙方法定代表人/授权代表无法到场签署，乙方必须在本协议上加盖乙方公章，本协议自双方法定代表人/授权代表签字（或盖人名章）并加盖公章之日起生效。

If the legal or authorized representative of either Party is unable to be present at the signing of the Agreement, Party B shall affix its official seal on the Agreement. The Agreement shall come into effect from the date on which the legal or authorized representatives of both Parties manually signed (or signed with name seals) the Agreement and both Parties have affixed their official seals on the Agreement.

8.5.3 乙方同意：鉴于在非到场签署的情形中，乙方在对本协议加盖乙方公章、法定代表人/授权代表在本协议签字（或盖人名章）之时，甲方并未同时在场，为证明本协议上乙方所加盖的公章及其法定代表人/授权代表签字（或盖人名章）的真实性，甲方在收到本协议之日起5个工作日内，有权要求（但非必须）乙方联系合格捐赠人资格预审员/慈善账户督导员/慈善专家顾问或者双方共同认可的第三方人员，以独立的第三方见证人或者证明人的身份，在本协议上签字，除法律法规另有规定外，无须由该见证人或证明人所在的执业单位加盖公章。

Party B agrees that: In situations where the Agreement has not been signed in mutual presence, that is, Party B has not affixed its official seal in the

presence of Party A, or the legal or authorized representative of Party B did not sign the Agreement under the same circumstances, in order to prove the authenticity of Party B's official seal and the signature (or name seal) of its legal or authorized representative on the Agreement, Party A is entitled to (but not required to), within 5 working days of the date on which it receives the Agreement, require Party B to contact a donor qualification examiner, charitable account supervisor or philanthropic expert consultant, or a third party recognized by both Parties to sign the Agreement as an independent third-party attester or witness. Unless otherwise provided in the laws and regulations, the affixation of the official seal of the professional institution or organization where the attester or witness is practicing is not required for the Agreement to come into force.

8.5.4 乙方同意自收到甲方该项要求之日起 5 个工作日内，联系独立见证人/证明人在本协议上签字，并向甲方重新发出含有独立见证人/证明人签字的本协议。在此情形下，含有独立见证人/证明人签字的本协议自甲乙双方签署本协议之日起正式生效。

Party B agrees to contact an independent attester or witness in order to obtain their signature on the Agreement and resend the original Agreement signed by the attester or witness to Party A within 5 working days of receiving Party A's request. In this case, the Agreement with the signature of the independent attester or witness shall come into force upon the Agreement being signed by both Parties.

8.5.5 乙方同意在甲方提出该项要求时，予以积极配合，且确认同意自甲方对乙方提出该项要求之日起，乙方此前向甲方发出的捐助协议应被视为自始无效。

Party B agrees to actively cooperate with Party A's aforementioned request. Party B also agrees and confirms that the Agreement previously submitted by Party B to Party A shall become void on the date when the request is made by Party A.

- 8.6** 本协议的修改由双方协商决定，自双方法定代表人或授权代表签字（或盖人名章）后生效。双方均应保证本协议的签字/盖章人员分别是双方法定代表人或双方有效授权代表。

Any amendment to the Agreement shall be determined by both Parties through negotiation and shall come into force upon being manually signed (or stamped with a name seal) by the legal or authorized representatives of both Parties. Both Parties shall guarantee that the personnel that sign the Agreement or affix the official seals on the Agreement are legal representatives or legally authorized representatives of both Parties respectively.

- 8.7** 乙方在申请成为甲方合格受赠组织并提交《合格受赠组织入库资格申请表》的同时，应确认同意本协议的内容。

While applying to be a qualified grantee of Party A and submitting the Grant Eligibility Application Form, Party B shall confirm and agree to the Agreement.

- 8.8** 乙方作为甲方的合格受赠组织，确认在签署本协议前已获得甲方授予的合格受赠组织的特定化入库资格。

Party B, as a qualified grantee of Party A, confirms that it has attained the specific qualification to be a qualified grantee granted by Party A before signing the Agreement.

- 8.9** 为接受社会公众的监督、减少各方协商及沟通的成本，共同促进捐赠者建议基金事业的发展，本协议将作为规则化的标准文本，向社会公示并向各方征求意见，不断更新完善，以符合法律法规、市场环境等变化。

In order to facilitate supervision by the public, reduce the cost of negotiation and communication among all parties, and jointly promote the development of the donor advised fund industry, the Agreement, as the standard version of the document, should be viewable to the public and open for public opinions and suggestions. The Agreement will be constantly updated and improved to comply with laws, regulations, market environments, etc. that may change in the future.

8.10 甲方理事会执行委员会依职权审核确认本协议标准文本，并有权依据法律法规、市场环境等的变化，对本协议的内容进行适当的调整。

The Executive Committee of the Board of Directors of Party A shall review and confirm the Agreement according to its authority. It has the right to adjust the content of the Agreement according to any changes of laws, regulations and changes in the market environment.

8.11 对于本协议未尽事宜，双方或提出向乙方捐助的该名慈善账户顾问可提出一份本协议的《补充协议》草案建议，由甲方捐助管理部门对该《补充协议》草案建议进行审核，审核通过后，双方可就未尽事宜另行签署补充协议。

Regarding matters unspecified in the Agreement, both Parties or the charitable account advisor who gave the advice to grant to Party B may submit a draft proposal of the Supplementary Agreement. After review and approval of the draft proposal of Supplementary Agreement by the Grant-Making Management Department of Party A, the two Parties may sign the Supplementary Agreement over matters unspecified in the Agreement.

8.12 本协议的订立、效力、解释和履行应适用已公布的中国法律、法规。如果与本协议有关的任何具体事项无可以适用的已公布的中国法律、法规，则应参照有关通用国际惯例办理。

The execution, validity, interpretation and performance of the Agreement shall comply with published Chinese laws and regulations. If there are no applicable Chinese laws or regulations on any specific matters relating to the Agreement, then relevant general international practice shall be applied.

8.13 本协议用中英文书写，如有不一致之处，以中文为准。

The Agreement is written in both Chinese and English. In case of inconsistency, the Chinese version shall prevail.

附表一：甲方捐赠财产的类型

Form I: Types of Granted Assets of Party A

甲方捐赠财产的类型 Types of Granted Assets of Party A	
<input type="checkbox"/> 货币 Monetary Assets	<ul style="list-style-type: none"> ● 若甲方向乙方捐赠货币财产，则甲方捐赠的货币财产的总金额为人民币：【 】元（大写：【 】）。 <p>If Party A grants monetary assets to Party B, the total amount of Party A's grant is RMB [] Yuan.</p> <ul style="list-style-type: none"> ● 若甲方向乙方捐赠的货币财产为外币，则双方须符合国家外汇管理局《关于境内机构捐赠外汇管理有关问题的通知》（汇发[2009]63号）及其他有关捐赠外币及接受外币捐赠的要求。 <p>If the monetary contribution from Party A to Party B is paid in foreign currency, both Parties shall comply with the Notice on <i>Relevant Issues Concerning the Management of Donated Foreign Exchange by Domestic Institutions</i> (Huifa [2009] No. 63) issued by the State Administration of Foreign Exchange and other requirements for granting and accepting foreign currency contributions.</p>
<input type="checkbox"/> 股权 Equity Interests	<p>若甲方向乙方捐赠股权，须填写该股权的详细信息：（例如，甲方捐赠甲方合法持有的【公司名称 】【比例 %】的股权，共计【 】股。）</p>

	<p>If Party A grants equity shares to Party B, Party A shall fill in the detailed information about the equity shares: (For example, Party A grants its legally owned [%] equity shares of [name of the company]. The total number of the equity shares is [].)</p>
<p><input type="checkbox"/> 经评估的服务权益（如酒店消费权益、旅游消费权益等）</p> <p>Appraised service claims (such as hotel consumption rights, tourism consumption rights, etc.)</p>	<p>若甲方向乙方捐赠服务权益（如酒店消费权益、旅游消费权益等），须由双方共同认可的具备合法资质的第三方评估机构对该权益进行评估，填写其评估价值（【 】，单位：人民币元），并填写该服务提供方等其他详细信息。</p> <p>If Party A grants to Party B service claims (such as hotel consumption rights, tourism consumption rights, etc.), a third party with legal qualification recognized by both Parties shall assess the claims and fill in its evaluation value ([], Unit: RMB Yuan), and other detailed information of the service provider.</p>
<p><input type="checkbox"/> 其他非公开市场流通的权益性资产（例如，有限合伙份额、信托受益权、合同权益）</p> <p>Other non-publicly traded equity interests (such as shares</p>	<p>若甲方向乙方捐赠非公开市场流通的权益性资产，须填写该资产的详细信息：（例如，甲方拟捐赠甲方合法持有的【公司名称 】【比例 %】的【 】。）</p> <p>If Party A grants non-publicly traded equity interests to Party B, Party A shall fill in the detailed information about the assets: (For example, Party A grants its legally owned [%] equity interests of [name of the company].)</p>

of limited partnerships, rights of trust beneficiaries, or contractual interests)	
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(以下无正文，用于双方签署)

(No text below, signatures only)

深圳市递爱福公益基金会与【合格受赠组织名称】

之捐助协议

Grant Agreement between 【Name of the Qualified Grantee】
and the China DAF (Donor Advised Fund) Charity

签字/盖章页

Signature Page

甲方（公章）：深圳市递爱福公益基金会

Party A (official seal): The China DAF (Donor Advised Fund) Charity

法定代表人/授权代表：

Signature of Legal or Authorized Representative:

日期：【】年【】月【】日

Date: [year] [month] [day]

乙方（公章）：【】

Party B (official seal):

法定代表人/授权代表：

Signature of Legal or Authorized Representative:

日期：【】年【】月【】日

Date: [year] [month] [day]