

**【合格捐赠人姓名或名称】**  
与  
深圳市递爱福公益基金会  
之  
捐赠协议  
**Contribution Agreement**  
**Between**  
**【Name of the Qualified Donor】**  
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,  
2021年7月20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 July 20th, 2021)

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

Address: Room 501, Block 4, Shenzhen Adolescent Activity Center,

1001 Hongli Road, Futian District, Shenzhen

邮箱 (Email): [general@daf-charity.org.cn](mailto:general@daf-charity.org.cn)

网站 (Official Website): [www.daf-charity.org.cn](http://www.daf-charity.org.cn)

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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](mailto: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.

## 捐赠协议

### Contribution Agreement

协议双方:

**Parties Concerned:**

捐赠方 (甲方): 【】

Donor (Party A):

联系电话: 【】

Contact Number:

联系地址: 【】

Contact Address:

邮政编码: 【】

Zip Code:

受赠方 (乙方): 深圳市递爱福公益基金会

Donee (Party B): 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



甲方依照《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》《递爱福（DAF）账户服务系统用户服务协议》以及乙方的其他有关规定，自愿向乙方进行捐赠。

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

为规范甲乙双方的捐赠行为，本协议双方遵循平等互利、诚实信用的基本原则，经友好协商，就捐赠事宜达成以下协议：

In order to regulate the conduct of both Parties in relation to contributions, both Parties, in accordance with the basic principles of equality, mutual benefit and good faith, through friendly negotiation, have reached the following contribution agreement (hereinafter the 'Agreement'):

## 1 甲方的具体信息

### **Specific Information of Party A:**

为了符合捐赠人特定化的要求，甲方须经过乙方在官方网站披露的战略发展咨询委员会成员（慈善专家顾问、乙方的战略合作伙伴）或乙方工作人员的推荐，按照乙方的相关审批流程，取得合格捐赠人资格，填写专属注册码，完成合格捐赠人资格的在线确认。甲方的具体信息详见本协议附表一。

In order to meet the requirement of donors' particularization, Party A shall be

recommended by a member of the Strategic Development Advisory Committee (philanthropic expert consultants, Party B's Strategic Cooperation Partners) or Party B's staff) disclosed on Party B's official website, obtain the qualification to be a qualified donor through Party B's relevant internal review procedures, fill in the exclusive registration code, and complete the online confirmation to be a qualified donor. Please refer to Form I for specific information regarding Party A.

## 2 捐赠财产的类型

### Types of Contributed Assets

甲方可将其合法拥有的货币、动产、不动产、股权、经评估的服务权益（如酒店消费权益、旅游消费权益等）、合同权益、有限合伙份额、信托受益权或其他非公开市场流通的权益性资产等捐赠至乙方。甲方须根据实际情况，勾选或填写本协议附表二中的有关内容。

Party A may contribute monetary assets, movables, real estate, equity interests, appraised service claims (such as hotel consumption rights, tourism consumption rights, etc.), contractual rights, limited partnership shares, beneficial rights of a trust, and other non-publicly traded equity interests to Party B. Party A shall check the boxes or fill out Form II based on the actual conditions.

## 3 捐赠财产金额的要求

### Amount Requirements for Contributed Assets

甲方须遵守乙方有关捐赠财产金额的下述要求：

Party A shall meet Party B's amount requirements regarding contributed assets as follows:

#### 3.1 单笔初始及后续捐赠金额的要求

##### Amount Requirements for Initial and Subsequent Contributions

在乙方初期试点运营阶段，甲方向单个慈善账户（包括向甲方开设的慈善账户、乙方的公共慈善账户，或者甲方作为第三方捐赠人向除甲方之外的

其他合格捐赠人开设的慈善账户)进行捐赠时,甲方的单笔初始及后续捐赠金额将适用《深圳市递爱福公益基金会捐赠说明书》的有关规定。

During the pilot stage of Party B, when Party A makes a contribution to a charitable account (including non-general charitable accounts opened by Party A and other qualified donors and general charitable accounts of Party B), the amount of each initial and subsequent contribution shall comply with the Contribution Prospectus.

### 3.2 例外情形的处理

#### Exceptions

在乙方初期试点运营阶段,作为例外情形,根据甲乙双方及相应战略合作伙伴的实际合作情况,乙方秘书长办公会在批准具体合作方案的基础上,有权同时调整甲方向慈善账户进行捐赠的单笔初始及后续捐赠金额。

During the pilot stage of Party B, as an exception, based on the actual conditions of the cooperation between both Parties and corresponding Strategic Cooperation Partners, the Secretary-General's Staff Meeting of Party B is entitled to adjust the amount requirements for each initial and subsequent contributions made by Party A when the Secretary-General's Staff Meeting approves specific proposals for cooperation.

## 4 捐赠周期的选择

### Selection of the Frequency of Contribution

#### 4.1 一次性捐赠

##### Singular Contribution

自本协议签订之日起,对于向任意一个慈善账户的任意一笔捐赠,甲方可选择一次性向该慈善账户进行捐赠。

Following the date of signing the Agreement, Party A may choose to make a singular contribution for any contribution to any charitable account.

## 4.2 分期捐赠

### **Recurring Contribution**

自本协议签订之日起，对于向任意一个慈善账户的任意一笔捐赠，甲方可选择分周期向该慈善账户进行捐赠。每一期每一笔捐赠金额须符合本协议第3.1条“单笔初始及后续捐赠金额的要求”之内容。

Following the date on which the Agreement is signed, Party A may also choose to make a recurring contribution for any contribution to any charitable account. The amount of each installment of recurring contributions shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

## 5 甲方选择拟捐赠的慈善账户

### **Party A Selects Charitable Accounts to Receive Contribution**

**5.1** 若甲方捐赠财产种类为货币，甲方须根据实际情况，在本协议附表三中勾选及填写甲方拟捐赠的慈善账户的相关信息（可选择一项或多选）。

If the contributed assets from Party A are monetary assets, Party A shall check the corresponding boxes and fill out Form III with relevant information of the charitable accounts to receive contribution based on the actual conditions (Party A may check one or more boxes).

**5.2 甲方选择向第三方慈善账户捐赠时的特殊约定**

### **Special Agreement on Party A's Contribution to a Third Party's Charitable Account**

甲方选择向除甲方之外的其他合格捐赠人（即第三方）开设的慈善账户进行捐赠时，甲方应理解并确同意，在甲方完成捐赠款项的支付或捐赠财产的转移并经乙方确认接受该笔捐赠后（若甲方选择分期捐赠的方式，则针对每一期每一笔捐赠，在乙方确认接受该笔捐赠后），甲方与乙方所形成的所有权利及所有义务，均将自动概括转让给所捐赠的慈善账户的慈善账户持有人。



When Party A chooses to contribute to a charitable account opened by another qualified donor (i.e. a third party), Party A shall understand and confirm its consent that after Party A has paid the contributed funds or has transferred the contributed assets to Party B and Party B has accepted and confirmed this contribution (If the recurring contribution is chosen by Party A, after Party B accepts and confirms each installment), all of the rights and obligations arising hereof will be fully and automatically transferred to the corresponding charitable account holder.

## 6 捐赠财产的交付与接收

### Delivery and Reception of Contributed Assets

**6.1** 本协议成立后，捐赠财产交付前，因故致使捐赠财产毁损、灭失的，甲方承担相关责任。

After the execution of the Agreement but before the delivery of the contributed assets, Party A shall bear relevant responsibilities if the contributed assets are damaged or destroyed.

**6.2** 捐赠财产的所有权因捐赠交付而转移乙方，依法需要办理登记等手续的，甲方负责办理相关手续并承担相关费用，乙方予以配合。

The right to ownership of the contributed assets shall be transferred to Party B upon their delivery. If registration and/or other formalities are required by law, Party A shall be responsible for handling the relevant formalities and shall bear relevant expenses. Party B will provide any necessary assistance.

**6.3** 对不易储存、运输和超过实际需要的非货币性捐赠财产，乙方有权直接依法变现，所得价款用于捐赠目的。变现过程中发生的费用，乙方有权从变现后的价款中直接扣除。

With regards to non-monetary assets that are difficult to store or transport, or the number of which exceeds actual needs, Party B has the right to directly liquidate that portion of the contribution according to laws and regulations, and the proceeds shall be used for contribution purposes. If fees and/or expenses have been incurred

during the process of liquidation, Party B has the right to deduct them directly from such proceeds.

- 6.4** 乙方收到甲方捐赠财产后, 应出具合法、有效的财务接收凭证, 并登记造册, 妥为管理和使用。

After receiving the contributed assets from Party A, Party B shall issue a legal and valid financial receipt, make a record of the contribution, and manage and/or use the contributed assets properly.

## **7 捐赠财产的审查及确认**

### **Examination and Confirmation Regarding the Contributed Assets**

- 7.1** 参照海外 DAF 基金会的国际操作惯例, 乙方保留对甲方捐赠财产的审查权, 并有权拒绝该笔财产的捐赠。在乙方收到一笔捐赠财产后, 除非乙方明确予以确认, 不能认为乙方已接受该笔捐赠财产。如果乙方认为甲方的该笔捐赠财产不应被接受时, 乙方有权尽快将该笔捐赠退回至甲方。

Taking reference from the international operating practice of overseas DAF charities, Party B reserves the right to examine the contributed assets and the right to turn down such contributions. A contribution shall not be regarded as accepted by Party B unless Party B has received the asset and explicitly confirmed the acceptance of such contribution. If Party B decides that it should not accept certain contributed assets, it has the right to return the assets to Party A as soon as possible.

- 7.2** 若甲方选择分期捐赠的方式, 则针对每一期每一笔捐赠, 乙方须单独审查并确认接受该笔捐赠。

If Party A chooses to make a sequence of recurring contributions, for each installment, Party B shall examine the contributed asset and independently confirm the acceptance of each installment.

- 7.3** 本协议的签订, 并不视为乙方必然接受甲方的捐赠。

The execution of the Agreement shall not be deemed as Party B's unconditional

acceptance of Party A's contribution.

## 8 捐赠财产用途

### Use of Contributed Assets

根据《中华人民共和国慈善法》第二十八条第二款的规定，“慈善组织开展定向募捐，应当在发起人、理事会成员和会员等特定对象的范围内进行，并向募捐对象说明募捐目的、募得款物用途等事项。”据此，甲方应当理解并同意，乙方接受的捐赠财产之使用目的和捐赠款物用途为：（1）在乙方开设慈善账户，并根据慈善账户顾问提出的投资建议或捐助建议，按照乙方的内部审核流程，将慈善财产用于投资或捐助至合格受赠组织；（2）向乙方已有的慈善账户（包括公共慈善账户）捐赠，由乙方按照所确立的业务范围及乙方的相关规则开展相应慈善活动。

According to Article 28 Paragraph 2 of the *Charity Law of the People's Republic of China*, a charitable organization shall conduct targeted fundraising within the scope of specific target groups, such as its founders, Directors and members, and explain to them the purpose of the fundraising, the purpose for which the raised funds and other properties will be used, etc. Accordingly, Party A understands and agrees hereby that the purpose for which the assets or properties contributed by Party A and accepted by Party B will be used are: (1) to open charitable accounts in Party B, and invest contributed assets or grant them to qualified grantees, based on the charitable account advisors' advice on investment or granting, in compliance with the internal review procedure of Party B; and (2) to contribute to the existing charitable accounts of Party B (including general charitable accounts), and conduct relevant charitable activities within Party B's business scope according to the relevant rules and regulations of Party B.

## 9 捐赠不可撤销

### Contributions Are Irrevocable

参照海外 DAF 基金会的国际操作惯例，乙方审核并确认接受甲方捐赠财产后，乙方将享有对捐赠财产的排他性法律控制权。除法律法规规定的法定撤销情形之

外，该笔捐赠将不可撤销且不予退还。

Taking reference from the international operating practice of overseas DAF charities, after Party B examines and accepts Party A's contribution, Party B holds the exclusive ownership rights over the contributed assets. The contribution is irrevocable and non-refundable, except for under conditions provided by laws and regulations.

## 10 下载捐赠证书

### Downloading Certificate of Contribution

甲方完成每一笔捐赠后，乙方递爱福（DAF）账户服务系统将自动生成一份电子化捐赠证书，甲方可从递爱福（DAF）账户服务系统中直接下载。

Party B's DAF Account Service System (hereinafter the 'System') will automatically generate an electronic certificate of contribution for each contribution given by Party A. Party A may then directly download it from the System.

## 11 开具捐赠票据

### Issuing Donation Receipts

**11.1**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 Articles 17 and 18 of the *Interim Measures on the Use and Management of Receipts for Public Welfare Donations* issued by the Ministry of Finance, when accepting monetary contributions (including contributions paid in foreign currency), Party B shall fill out and issue donation receipts in accordance with the amount actually received. When accepting non-monetary contributions, Party B shall fill out and issue donation receipts in accordance with the fair value of such contributions.

**11.2**乙方须在接收甲方捐赠财产并审查确认接受后尽快向甲方开具捐赠票据。

Party B shall issue a donation receipt to Party A at its earliest possible convenience

after Party B receives the contributed asset, examines it and finally confirms the acceptance of such contribution.

**11.3** 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，须待捐赠财产的公允价值确定后尽快向甲方开具捐赠票据。

When Party B accepts other types of assets other than monetary assets from Party A, Party B shall issue a donation receipt to Party A, once the fair value of the contributed assets has been determined.

**11.4 乙方向甲方邮寄捐赠票据**

**Party B May Mail the Contribution Voucher to Party A**

**11.4.1** 在乙方初期运营阶段，甲方向乙方慈善账户进行捐赠后，由乙方按照实际收到的金额（货币捐赠的情形）或公允价值（非货币性捐赠的情形）填开捐赠票据。

In the early operation stage of Party B, after Party A contributes to Party B's charitable accounts, Party B shall fill out and issue donation receipts in accordance with the amount actually received (when receiving monetary contributions) or the fair value of such contributions (when receiving non-monetary contributions.)

**11.4.2** 乙方可依照甲方的请求，按照甲方在本协议所填写的地址，将捐赠票据邮寄至甲方。

Party B may mail the donation receipt, upon Party A's request, to the address provided by Party A in the Agreement.

**11.4.3** 邮寄捐赠票据过程中所产生的邮费等其他费用将作为捐赠成本，从甲方的慈善账户中予以扣除。

Postage and any other expenses incurred due to the mailing of donation receipts will be deducted from the balance of the charitable accounts of Party A as contribution costs.

## 11.5 甲方可在线下载或打印电子捐赠票据

### **Party A May Download or Print Electronic Donation Receipts Online.**

待未来捐赠票据的有关政策相对明确、技术较为成熟时，乙方将尝试开具电子捐赠票据，甲方可通过网络系统在线下载或打印电子捐赠票据。

In the future, when policies for donation receipts are clearer and the technology becomes more mature, Party B will try to issue electronic donation receipts. Party A may then download or print out the electronic donation receipts through the online system.

## 12 管理费及服务费

### **Administration Fee and Service Fee**

针对甲方向乙方进行的慈善捐赠行为，具体的收费标准、收费方式等，将在《深圳市递爱福公益基金会收费管理办法》中予以详细约定。

The specific standard and method for the charging of fees and expenses concerning Party A's contributions to Party B shall be stipulated in the Management Measures on Fees and Expenses of the China DAF Charity.

## 13 争议解决

### **Dispute Resolution**

**13.1** 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 settled through friendly negotiation.

**13.2** 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 through friendly negotiation 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 current and valid arbitration rules of the Commission when the application is submitted. The arbitration award shall be final and binding on both Parties. Unless otherwise determined in the arbitration award, the costs actually paid by the Parties for arbitration (including but not limited to the arbitration fee and reasonable attorneys' fees) shall be borne by the losing Party.

## 14 签署方式

### Signing Methods

#### 14.1 双方以书面方式线下签署本协议

##### **Both Parties Sign the Agreement Offline**

双方可选择以书面方式线下签署本协议，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：

Both Parties may choose to sign a paper version Agreement offline. 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. The Parties hereto further recognize and agree that:

**14.1.1** 如果双方或双方法定代表人/授权代表当面签署本协议，则无须见证人或证明人在场；本协议自双方或双方法定代表人/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 both Parties, or both of the legal or authorized representatives of the 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 both Parties or by both of the legal or authorized representatives of the Parties. The affixation of the official seals of both Parties on the Agreement is not required for the Agreement to come into force.

- 14.1.2** 当甲方为法人或非法人组织时，如果双方法定代表人/授权代表无法到场签署，甲方必须在本协议上加盖甲方公章，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。

When Party A is a legal person or an unincorporated organization, if the legal or authorized representatives of the Parties are unable to be present at the same time at the signing of the Agreement, Party A shall affix its official seal on the Agreement. The Agreement shall come into effect from the date when the legal or authorized representatives of both Parties have manually signed (or signed with name seals) the Agreement and both Parties themselves have affixed their official seals on the Agreement.

- 14.1.3** 甲方同意：鉴于在非到场签署的情形中，甲方在对本协议进行签字/盖章时，乙方并未同时在场，为证明本协议上甲方签字/盖章的真实性，乙方在收到本协议之日起5个工作日内，有权要求（但非必须）甲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盖章。甲方同意在乙方提出该项要求时，予以积极配合。

Party A agrees that: In situations where the Agreement has not been signed in mutual presence, that is, Party A has not signed or affixed its official seal on the Agreement in the presence of Party B, in order to prove the authenticity of Party A's signature or official seal on the Agreement, Party B has the right to (but is not required to), within 5 working days of the date on which it receives the Agreement, request Party A to contact a donor



qualification examiner, charitable account supervisor or philanthropic expert consultant, or another 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. Party A agrees to actively cooperate with Party B's aforementioned request.

**14.1.4** 甲方同意自收到乙方该项要求之日起5个工作日内，联系独立见证人/证明人在本协议上签字，并向乙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 A 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 independent attester or witness to Party B within 5 working days of receiving Party B'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.

**14.1.5** 甲方为法人或非法人组织时，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。

When Party A is a legal person or an unincorporated organization, each Party shall guarantee that the person signing the Agreement or affixing the official seal on the Agreement is its legal or legally authorized representative.

**14.1.6** 签署书面纸介质协议的，甲方须同时于乙方递爱福（DAF）账户服务系统在线填写并提交相关信息。乙方对甲方的捐赠财产进行审核、确认，或对相关信息进行备案、存档时，将以甲方在线填写并提交的信息为准。

When executing a paper version of the Agreement, Party A shall at the same time fill in and submit relevant information online through the System of Party B. Party B's examination and confirmation of Party A's contributed assets, as well as the recording and archiving of relevant information shall all be based on the information submitted online by Party A.

**14.1.7** 本协议的修改由双方协商决定，自双方或双方法定代表人/授权代表签字（或盖人名章）后生效。

Any amendment to the Agreement shall be agreed upon by both Parties through negotiation and come into force upon being signed (or affixed with name seals) by both Parties or by the legal or authorized representatives of both Parties.

## 14.2 双方以在线签约的方式签署本协议

### **Both Parties Sign the Agreement Online**

在双方未选择以书面方式线下签署本协议的前提下，甲方可选择在递爱福（DAF）账户服务系统中以在线签约的方式签署本协议，双方一致同意并认可如下事项：

If the Parties do not choose to sign a paper version of the Agreement, Party A may choose to sign the Agreement online in the System. Both Parties agree and recognize as follows:

**14.2.1** 甲方在递爱福（DAF）账户服务系统中以在线捐赠的方式向慈善账户（包括公共慈善账户）进行捐赠时，递爱福（DAF）账户服务系统将依据甲方提供的有关信息，自动生成本协议文本内容。乙方将视其为甲方认可并签署本协议，本协议自递爱福（DAF）账户服务系统生成之日起生效；

When Party A makes online contributions to any charitable account (including general charitable accounts) in the System, the System will automatically generate the Agreement based on the information submitted

by Party A, whereby Party A shall be deemed as having understood and signed the Agreement. The Agreement shall come into force upon being generated by the System.

**14.2.2** 根据本协议第 7 条的规定，乙方对甲方的捐赠财产进行审查的行为，应视为本协议履行的情形；

In accordance with Article 7 of the Agreement, Party B's examination regarding the contributed assets of Party A shall be deemed as the performance of the Agreement.

**14.2.3** 根据《中华人民共和国慈善法》第 39 条的规定，“慈善组织接受捐赠，捐赠人要求签订书面捐赠协议的，慈善组织应当与捐赠人签订书面捐赠协议。”鉴于此，如甲方要求签订书面捐赠协议，甲方可在递爱福（DAF）账户服务系统中下载并打印本协议，并发送请求邮件至 [general-office@DAF-charity.org.cn](mailto:general-office@DAF-charity.org.cn) 或以其他方式联络乙方秘书长办公会，乙方将予以积极配合。在该下载的书面协议中，由双方签字或双方法定代表人/授权代表签字（或加盖人名章）并加盖双方公章。

According to Article 39 of the *Charity Law of the People's Republic of China*, where a charitable organization accepts a donation, and the donor requests the execution of a written donation agreement, the charitable organization shall enter into a written donation agreement with the donor. Therefore, if Party A requests to sign a paper version of the Agreement, Party A may download this Agreement from the System, print it out, and then send an e-mail to [general-office@DAF-charity.org.cn](mailto:general-office@DAF-charity.org.cn) or contact Party B's Secretary-General's Staff Meeting with the request. Party B will actively cooperate with Party A's aforementioned request. Such downloaded Agreement shall be signed (or affixed with a name seal) by both Parties, or signed (or affixed with a name seal) by the legal or authorized representatives of both Parties and affixed with both Parties' official seals.

## 15 附则

### Supplementary Provisions

**15.1** 甲方为法人或非法人组织时，甲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。

When Party A is a legal person or an unincorporated organization, Party A'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.

**15.2** 甲方确认同意乙方在其官方网站公示的《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》《递爱福（DAF）账户服务系统用户服务协议》及其后续修改中对双方具体权利义务的规定。

Party A confirms its consent to both Parties' specific rights and obligations stipulated in the Articles of Organization, the Contribution Prospectus, the Guidelines, the User Agreement, and their following amendments as disclosed on Party B's official website.

**15.3** 甲方作为乙方的合格捐赠人，确认在签署本协议前已获得乙方授予的合格捐赠人的特定化资格。

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

**15.4** 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 might change in the future.

**15.5** 乙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 B 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 in laws, regulations and market environment.

**15.6** 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处理。

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 specific matters relating to the Agreement, it shall be handled in accordance with related general international practice.

**15.7** 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：甲方的具体信息

**Form I: Specific Information of Party A**

甲方为自然人合格捐赠人（如适用请勾选）

**Party A Is an Individual Qualified Donor (Please Check the Box if Applicable)**

自然人合格捐赠人 Individual Qualified Donor			
性别 Gender		出生年月日 Date of Birth	
电子邮箱 Email Address			
微信号（选填） WeChat ID (Optional)			
中国身份证号： Chinese Identity Number			
所在国家或地区 Country or Region			
其他信息 Other Information			

甲方为法人或非法人组织合格捐赠人（如适用请勾选）

**Party A Is a Legal Person or an Unincorporated Organization Qualified Donor  
(Please Check the Box if Applicable)**

法人或非法人组织合格捐赠人 Legal Person or Unincorporated Organization Qualified Donor
--

统一社会信用代码或 相关登记号码  Unified Social Credit Code or Relevant Registration Number	
注册地址  Registered Address	
企业邮箱  Enterprise Email	
法定代表人  Legal Representative	
联系人  Contact Person	
联系人电子邮箱  Email Address of Contract Person	
所在国家或地区  Country or Region	
其他信息  Other Information	

附表二：捐赠财产的类型

**Form II: Types of the Contributed Assets**

甲方须根据实际情况勾选及填写如下内容：

Party A shall check the boxes and fill out the form based on the actual conditions:

甲方捐赠财产的类型 <b>Types of Contributed Assets of Party A</b>	
<input type="checkbox"/> 货币 <b>Monetary Assets</b>	<ul style="list-style-type: none"> <li>● 若甲方向乙方捐赠货币为外币，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。</li> </ul> <p style="text-align: center;">If the monetary contribution from Party A to Party B is paid in foreign currency, both Parties shall comply with the <i>Notice on 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> <ul style="list-style-type: none"> <li>● 请依据第 5 条的规定在附表三中填写具体捐赠金额。</li> </ul> <p style="text-align: center;">Please fill out Form III with the specific amount of the contribution in accordance with Article 5.</p>
<input type="checkbox"/> 动产 <b>Movables</b>	<ul style="list-style-type: none"> <li>● 请依次填写动产名称、数量、质量、价值。</li> </ul> <p style="text-align: center;">Please write down in order the name, quantity, quality and value of the movables.</p>
<input type="checkbox"/> 不动产 <b>Real Estate</b>	<ul style="list-style-type: none"> <li>● 请依次填写该不动产所处的详细位置、状况及所有权证明：</li> </ul> <p style="text-align: center;">Please write down in order the specific location, status and the certificate of ownership of the real</p>



	estate.
<p><input type="checkbox"/> 股权</p> <p><b>Equity interests</b></p>	<p>● 请填写甲方拟捐赠的股权的信息:</p> <p>Please fill in the blanks with the information of the contributed equity interests.</p> <p>甲方拟捐赠其合法持有的【公司名称                  】 【比例                  %】的股权。</p> <p>Party A will contribute [ %] of the equity interests in [the name of company] that Party A legally holds.</p> <p>请勾选甲方拟捐赠的股权是否满足如下条件:</p> <p>Please check the box if the contributed equity interests satisfy the following conditions:</p> <p><input type="checkbox"/> 甲方拟捐赠的股权已正当登记, 包括公司内部登记 (股东名册登记) 和外部登记 (公司工商登记);</p> <p>The contributed equity interests have been properly registered, including the ‘internal registration’ (shareholder registration in the shareholder roster) and the ‘external registration’ (registration of the shareholders with the State Administration for Market Regulation or its local offices);</p> <p><input type="checkbox"/> 除理事会执行委员会同意外, 原则上甲方拟捐赠的股权不得设定质押或存在其他权利负担;</p> <p>Unless agreed by the Executive Committee of the Board of Directors, in principle, the equity interests to be contributed shall not be subject to any pledge or other encumbrances to the title;</p> <p><input type="checkbox"/> 甲方拟捐赠的股权的价款已经实际缴纳完毕, 以避免实践中因公司资本认缴制导致股权未实际缴纳完毕而可能产生的风险。</p> <p>The consideration for the equity interests to be contributed by Party A has been actually and fully paid, so as to avoid potential risks that may arise from the failure of actual payment of the equity</p>

	interests due to capital subscription regulations.
<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)、合同权益、有限合伙份额、信托受益权或其他非公开市场流通的权益性资产</p> <p>Appraised service claims (such as hotel consumption rights, tourism consumption rights, etc.), contractual rights, limited partnership shares, the beneficial rights of the trust, and other non-publicly traded equity interests</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)、合同权益、有限合伙份额、信托受益权或其他非公开市场流通的权益性资产,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),并填写其他所需详细信息。</p> <p>If Party A contributes to Party B appraised service claims (such as hotel consumption rights, tourism consumption rights, etc.), contractual rights, limited partnership interests, the beneficial rights of a trust, and other non-publicly traded equity interests, etc. then a third party with legal qualification recognized by both Parties shall assess the interests and fill in the blank with its assessed value ([    ]), Unit: RMB Yuan), and other detailed information as may be needed.</p>
<p><input type="checkbox"/>其他财产</p> <p><b>Other Assets</b></p>	<p>● 请填写该财产类型、价值及其他详细信息:</p> <p>Please write down the type, value and other detailed information regarding the assets.</p>

<p><b>*说明:</b></p> <p><b>Notes:</b></p> <p>1、甲方应保证捐赠财产系其所有之合法财产，且有权捐赠至乙方，并保证所捐赠财产无权利或质量瑕疵。甲方捐赠财产属于共有财产的，甲方应就财产捐赠事宜取得捐赠财产产权共有人的书面同意。</p> <p>Party A shall guarantee that the contributed assets are legally owned by Party A and that Party A has the right to contribute them to Party B. Party A shall also warrant that the contributed assets have no title or quality defects. If the contributed assets are jointly owned, Party A is responsible for obtaining written consent regarding the contribution from all joint owners of the assets.</p> <p>2、甲方拟捐赠的股权不得给乙方增加额外的义务或负担，即甲方拟捐赠的股权须正当登记（包括股东名册登记和公司工商登记），除理事会执行委员会同意外，原则上甲方拟捐赠的股权不得设定质押或存在其他权利负担，且股权已经实际缴纳完毕。</p> <p>The equity interests contributed by Party A shall not impose any extra obligation or burden on Party B, i.e., the equity interests to be contributed shall be properly registered (with respect to both the registration in the shareholder roster and registration of the shareholders with the State Administration for Market Regulation or its local offices). Unless agreed by the Executive Committee of the Board of Directors, in principle, the equity interests to be contributed shall not be subject to any pledge or other encumbrances, and the consideration, if any, for the equity interests shall have been actually and fully paid.</p> <p>3、鉴于慈善信托具有资产独立性、监管严控性、费用灵活性等优良的公益前景，甲方可作为委托人，乙方作为受托人，共同设立慈善信托（包括货币及非货币财产）。慈善信托货币财产须大于人民币 30 万元，慈善信托非货币财产（如股权）的初始价值由乙方秘书长办公会另行灵活约定。</p> <p>In consideration of the charitable trust's excellent public welfare</p>	

prospects derived from the asset compartmentalization, tight regulatory oversight, and cost flexibility, Party A as the settlor, with Party B as the trustee, may jointly establish a charitable trust (over monetary or non-monetary assets). The monetary assets in such a charitable trust shall be more than RMB 300,000 Yuan, and the value of non-monetary assets (such as equity interests) initially contributed to the charitable trust will be determined at Party B's Secretary-General's Staff Meeting.

- 4、关于股权捐赠或慈善信托（包括股权慈善信托）的详细信息，请参阅乙方官方网站公示的《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说明书》《深圳市递爱福公益基金会捐赠、投资、捐助指引》及后续不时修订之内容。

For detailed information on contribution of equity interests or on charitable trusts (including equity interests charitable trusts), please refer to the Articles of Organization of the China DAF Charity, the Contribution Prospectus of the China DAF Charity, the Contribution, Investment, and Granting Guidelines of the China DAF Charity and their amendments as disclosed on Party B's official website.

附表三：甲方选择拟捐赠的慈善账户

**Form III: Charitable Accounts to Receive Party A's Contributions**

□向甲方开设的慈善账户进行捐赠（如适用请勾选）

**Contribution to Charitable Accounts Opened by Party A (Please Check the Box If Applicable)**

- 如勾选，则甲方须按照下述说明，填写如下表格：

If the box has been checked, Party A shall fill out the form in accordance with the following instructions:

向甲方开设的慈善账户进行捐赠					
Contribution to Charitable Accounts Opened by Party A					
序号 (可增加)	慈善账户名称	慈善账户号码	捐赠金额	捐赠周期 (一次性或分期捐赠)	捐赠支付方式 (请勾选)
Serial Number (Can Be Added)	Name of Charitable Account	Number of Charitable Account	Amount Contributed	Frequency of Contribution (Singular Contribution or Recurring Contributions)	Contribution Payment Method (Please Check the box)
1					<input type="checkbox"/> 微信; WeChat; <input type="checkbox"/> 信账宝账户系统; XinPal Account System; <input type="checkbox"/> 银行汇款; Bank
2					
3					
4					
...					

					remittances; <input type="checkbox"/> 法律法规、行业惯例或双方认可的其他方式。 Other payment methods recognized by laws and regulations, industry practice, or agreed upon by both Parties.
--	--	--	--	--	---

填写说明:

Instructions:

- 1、如果甲方选择向多个甲方开设的慈善账户进行捐赠，则甲方须按照顺序依次填写各个慈善账户的名称、慈善账户号码、拟捐赠金额及捐赠周期。

If Party A chooses to contribute to several charitable accounts opened by Party A, Party A shall fill in the blanks with the name and the number of each charitable account, as well as the amount to be contributed and the frequency of contributions in proper order.

- 2、甲方须填写拟捐赠的货币财产的金额（单位：人民币元），甲方的单笔初始及后续捐赠金额须符合本协议第 3.1 条“单笔初始及后续捐赠金额的要求”之内容。

Party A shall fill in the blank with the amount of monetary assets to be contributed (Unit: RMB Yuan). The amount of each initial and subsequent contribution shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

- 3、针对每一笔捐赠，甲方均可设置捐赠周期。若甲方选择分期捐赠，则须明确向每一个慈善账户捐赠的周期分别为【 】期，且每一期每一笔捐赠金额须符合本协议第 3.1 条“单笔初始及后续捐赠金额的要求”之内容。

For each contribution, Party A may select the frequency of contribution. If Party A chooses to make recurring contributions, Party A shall specify the frequency and the total number [ ] of contributions to each charitable account. The amount of each installment of the recurring contributions shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

4、甲乙双方同意，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 contributes monetary assets, payment shall not be made in banknotes or coins.

向除甲方之外的其他合格捐赠人（即第三方）开设的慈善账户进行捐赠（如适用请勾选）

**Contribution to Charitable Accounts Opened by Other Qualified Donors (a Third Party or Third Parties) (Please Check the Box If Applicable)**

● 如勾选，则甲方须按照下述说明，填写如下表格：

If the box has been checked, Party A shall fill out the form in accordance with the following instructions:

向除甲方之外的第三方开设的慈善账户进行捐赠					
Contribution to Charitable Accounts Opened by a Third Party or Third Parties					
序号 (可增加)	慈善账户 名称	慈善账户 号码	捐赠金 额	捐赠周期(一 次性或分期 捐赠)	捐赠支付方式 (请勾选)
Serial Number (Can Be Added)	Name of Charitable Account	Number of Charitable Account	Amount Contribu ted	Frequency of Contribution (Singular Contribution or Recurring Contributions)	Contribution Payment Method (Please Check the Box)

)				)	
1					□微信;
2					WeChat;
3					□信账宝账户系统;
4					XinPal Account System;
...					□银行汇款; Bank remittances; □法律法规、行业惯例或双方认可的其他方式。 Other payment methods recognized by laws and regulations, industry practices, or agreed upon by both Parties.

填写说明:

**Instructions:**

1、如果甲方选择向多个第三方开设的慈善账户进行捐赠，则甲方须按照顺序依次填写各个慈善账户的名称、慈善账户号码、拟捐赠金额及捐赠周期。

If Party A chooses to contribute to several charitable accounts opened by a third party or third parties, Party A shall fill in the blanks with the name and the number of each charitable account, as well as the amount to be



contributed and the frequency of contributions in proper order.

- 2、甲方须填写拟捐赠的货币财产的金额（单位：人民币元）。甲方的单笔初始及后续捐赠金额须符合本协议第 3.1 条“单笔初始及后续捐赠金额的要求”之内容。

Party A shall fill in the blank with the amount of monetary assets to be contributed (Unit: RMB Yuan). The amount of each initial and subsequent contribution shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

- 3、针对每一笔捐赠，甲方均可设置捐赠周期。若甲方选择分期捐赠，则须明确向每一个慈善账户捐赠的周期分别为【 】期，且每一期每一笔捐赠金额须符合本协议第 3.1 条“单笔初始及后续捐赠金额的要求”之内容。

For each contribution, Party A may select the frequency of contribution. If Party A chooses to make recurring contributions, Party A shall specify the frequency and the total number [ ] of contributions to each charitable account. The amount of each installment of the recurring contributions shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

- 4、若甲方选择向除甲方之外的第三方开设的慈善账户进行捐赠，则甲方须理解并确认同意本协议第 5.2 条“甲方选择向第三方慈善账户捐赠时的特殊约定”之内容。

If Party A chooses to contribute to charitable accounts opened by a third party or third parties, Party A shall understand and confirm its consent to Article 5.2 “Special Agreement on Party A’s Contribution to a Third Party’s Charitable Account” of the Agreement.

- 5、甲乙双方同意，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 contributes monetary assets, payment shall not be made in banknotes or coins.

向乙方公共慈善账户进行捐赠（如适用请勾选）

**Contribution to General Charitable Accounts Established by Party B (Please Check the Box If Applicable)**

- 如勾选，则甲方须按照下述说明，填写如下表格：

If the box has been checked, Party A shall fill out the form in accordance with the following instructions:

<p style="text-align: center;"><b>向乙方的公共慈善账户进行捐赠</b></p> <p style="text-align: center;"><b>Contribution to the General Charitable Accounts Established by Party B</b></p>					
序号 (可增加) Serial Number (Can Be Added)	慈善账户名称 Name of Charitable Account	慈善账户号码 Number of Charitable Account	捐赠金额 Amount Contributed	捐赠周期 (一次性或分期捐赠) Frequency of Contribution (Singular Contribution or Recurring Contributions)	捐赠支付方式 (请勾选) Contribution Payment Method (Please Check the box)
1					<input type="checkbox"/> 微信;
2					WeChat;
3					<input type="checkbox"/> 信账宝账户系统;
4					XinPal Account System;
...					<input type="checkbox"/> 银行汇款; Bank remittances;  <input type="checkbox"/> 法律法规、行业惯例或双方

					认可的其他方式。 Other payment methods recognized by laws and regulations, industry practices, or agreed upon by both Parties.
<p>填写说明:</p> <p>Instructions:</p> <p>1、如果甲方选择向乙方的多个公共慈善账户进行捐赠,则甲方须按照顺序依次填写各个公共慈善账户的名称、慈善账户号码、拟捐赠金额及捐赠周期。</p> <p>If Party A chooses to contribute to several general charitable accounts established by Party B, Party A shall fill in the blanks with the name and the number of each charitable account, as well as the amount to be contributed and the frequency of contributions in proper order.</p> <p>2、甲方须填写拟捐赠的货币财产的金额(单位:人民币元)。甲方的单笔初始及后续捐赠金额须符合本协议第3.1条“单笔初始及后续捐赠金额的要求”之内容。</p> <p>Party A shall fill in the blank with the amount of monetary assets to be contributed (Unit: RMB Yuan). The amount of each initial and subsequent contribution shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.</p> <p>3、针对每一笔捐赠,甲方均可设置捐赠周期,若甲方选择分期捐赠,则须明确向每一个慈善账户捐赠的周期分别为【 】期,且每一期每一笔捐赠金额须符合本协议第3.1条“单笔初始及后续捐赠金额</p>					

的要求”之内容。

For each contribution, Party A may select the frequency of contribution. If Party A chooses to make recurring contributions, Party A shall specify the frequency and the total number [ ] of contributions to each charitable account. The amount of each installment of the recurring contributions shall comply with Article 3.1 “Amount Requirements for Initial and Subsequent Contributions” of the Agreement.

- 4、甲方应理解并同意乙方公共慈善账户捐赠财产之使用目的及捐赠款物用途之内容。

Party A shall understand and confirm its consent to the purpose of use regarding the contributed assets in general charitable accounts established by Party B.

- 5、甲乙双方同意，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 contributes monetary assets, payment shall not be made in banknotes or coins.

(以下无正文，用于双方签署)

(No text below, signatures only)

**【合格捐赠人姓名或名称】与深圳市递爱福公益基金会**

**之捐赠协议**

**Contribution Agreement Between 【Name of the Qualified Donor】 and the China DAF (Donor Advised Fund) Charity**

签字/盖章页

Signature/Seal Page

捐赠方（甲方）：

Donor (Party A):

（签字/盖章）

(Signature/Seal)

【 】年【 】月【 】日

Date:

受赠方（乙方）：深圳市递爱福公益基金会

Donee (Party B): The China DAF (Donor Advised Fund) Charity

法定代表人或授权代表：

Legal or Authorized Representative:

【 】年【 】月【 】日

Date: