# DONATION AGREEMENT

This Agreement ("**Agreement**") is entered into on _____ 2017 at _____ between

**Scholars of Sustenance (Thailand) Foundation (SOS)**, a foundation with the head office located at 57 Soi Yenjit 6, Thungwatdorn, Sathorn, Bangkok, 10120
Tax ID; 0993000353781
and **The Donor,** _____

**WHEREAS**

1. SOS is a charitable foundation registered as a local non-profit to support people in need. SOS is a food rescue foundation, seeking to procure excess food otherwise wasted and distribute such nutrition to those in need.
2. The Donor wishes to provide such excess food to SOS.
3. The term of this agreement starts upon the date above and stays in place until terminated by either party.

The Parties agrees as follows:

The Donor agrees to donate and SOS agrees to accept donated consumer goods for the purpose of this Agreement. The Parties agrees to jointly monitor the quality, usage, spoilage of consumer goods to ensure its suitable condition for consumption ("**Donation**").

The Donations are intended to be distributed to impoverished persons and social work organizations as well as other usages to achieve maximum benefit of public charities ("**Recipients**"). SOS shall not sell, distribute, transfer or use for any commercial purpose or profit from Donation other than the purpose of this Agreement. SOS shall receive, transport and execute donation processing at its own expense. Neither Party may bill to the other Party any costs unless agreed in advance in writing. SOS may provide bins, boxes, or other packaging which Donor shall be responsible for during the time those are in Donor's possession.

SOS expects the same levels of hygiene and care being applied to Donation as afforded to customers of Donor. In case the Donor is aware of concerns or has recommendations for further use of the Donation, it should be communicated at the time of delivery to SOS. SOS may choose to re-package or cook/re-cook the donated food, where SOS takes responsibility for the quality and health of the food served to Recipients. Throughout the Term of this Agreement, SOS agrees to hold clear the Donor of any health-related claims arising from reasonable consumption of Donations as received by SOS. SOS will anonymize Donation before delivery to the Recipients, so that the Recipients cannot identify the origin of Donation. However, in case the Donations itself show the origin, SOS shall not be responsible for such identification.

In no event shall either Party be liable to the other for any loss of profits, goodwill, loss of business, loss of data, or any other indirect or consequential loss or damage whatsoever. The Donor shall not hire any personnel of SOS during or up to 1 (One) year after the termination of this Agreement. The Donor will support SOS to promote and obtain public attention for the joint activities with the SOS foundation, and hereby allows SOS to use the Donor's name and description of such joint activities publicly. In case the Donor requires advance approval of such public use, a request in English can be sent via email to Mr. Bo H. Holmgreen at bo.holmgreen@scholarsofsustenance.org.

Either Party has the right to terminate this Agreement by giving notice to the other Party no less than 30 days. The notice shall be effective upon the date the other party receives such notice.

**IN WITNESS WHEREOF,** this Agreement made in duplicate and the Parties hereto have duly executed in the presence of witnesses on the date written above.

| **SOS** | **DONOR** |
|---|---|
| …….. | …….. |
| By: | By: |
| Title: | Title: |
| **WITNESS** | **WITNESS** |
| …….. | …….. |

…… ……