



Donor Agreement establishing the Friends of SHiP

PARTIES:

Archai OÜ, legal entity, registration number 17367934, residing at Harju maakond, Tallinn, Põhja-Tallinna linnaosa, Ankrutänav 8-52, 10435, represented by its director, [REDACTED] hereafter referred to as 'Donor', and

the Leiden University Fund (LUF), having its registered office in Leiden, legally represented by [REDACTED] and [REDACTED] hereafter referred to as 'Beneficiary'

CONSIDERING THAT:

- Donor wishes to establish a named fund with the Beneficiary by means of a donation;
- Beneficiary is willing to establish and manage this named fund;
- Parties wish to set out the agreements they have made in this Donor Agreement.

AGREE THE FOLLOWING:

Article 1 Donation

The Donor will donate to the Beneficiary a total sum of four hundred seventy thousand euros (€470,000), to be paid over a period of five (5) years in annual instalments of ninety-four thousand euros (€94,000) each.

Each annual instalment shall be paid no later than the end of the first quarter of the relevant calendar year, with:

- the first payment to take place by 31 March 2026 and
- the final payment to take place by 31 March 2031,

in accordance with the terms set out in this Donor Agreement. The donation shall be accepted by the Beneficiary.

Article 2 Name and publication

1. The title of the named fund will be [REDACTED], hereafter referred to as the Fund.
2. Beneficiary will publicise the Fund, in consultation with Donor, including by such means as notification on the website and in the annual report of Beneficiary, with the aim of ensuring that the intended objective is achieved as effectively as possible.



Article 4 Assets

The assets of the Fund consist of:

- a. the sum that is donated when the Fund is established;
- b. any donations, gifts and bequests;
- c. income from the assets of the Fund;
- d. any other benefits.

Article 5 Expenditure of the resources

1. The assets of the Fund as referred to in article 4 may be expended in full over the years to achieve the Specific Objective as formulated in article 3.2. This means that, in accordance with article 9, the Fund will cease to exist at the point when all the resources have been expended for the Specific Objective or to cover costs.
2. The resources of the Fund will not be used for any purpose other than for the Specific Objective as formulated in article 3.2.



3. In accordance with the policy of Beneficiary, €94,000 is available on an annual basis for the Specific Objective. It is possible to deviate from this sum in consultation with Donor.

Article 6 Decision-making authority

The decision-making power with regard to expenditure for the benefit of the Specific Objective lies, in accordance with the statutes of the LUF, with the Committee for Academic Expenditure (CWB) of the LUF. The CWB grants the mandate for this Fund to the Fund's Expenditure Committee. This mandate is granted by means of a decision of the CWB.

The Fund's Expenditure Committee consists of at least 3 members. If a vacant position arises, a new member will be appointed as soon as possible, but in any case within three months at the latest after the vacancy has occurred. The Committee for Academic Expenditure (CWB) will be informed about the change(s) in the Fund's Expenditure Committee.

At the time of the establishment of the Fund, the Fund's Expenditure Committee consisted of the following members:

- [REDACTED] J
- [REDACTED] J
- [REDACTED] J
- [REDACTED] J
- [REDACTED] J



Article 8 Reporting by Beneficiary

1. Beneficiaries will register the Fund separately and will be responsible for the financial and administrative management of the Fund.
2. Once a year, after the annual accounts of Beneficiary have been adopted, Donor will receive a financial report from Beneficiary, comprising the development of the assets of the Fund, the target expenditure in the previous calendar year and other costs and benefits.
3. The Donor shall receive all available reports of subsidies provided twice a year (mid-year and end of year).

Article 9 Amendment to the objective or dissolution of the Fund

1. If, in the opinion of Beneficiary, the Specific Objective cannot, or can no longer, be properly realised from the Fund's resources, and provided there are resources within the Fund,



- Beneficiary is authorised – if possible after consultation with Donor – to amend the Specific Objective, whereby Beneficiary will as far as possible adhere to the objective of Donor.
2. Beneficiary may terminate the Donor Agreement and dissolve the Fund by giving at least three months' notice in writing if, in the opinion of Beneficiary, it has become impossible to contribute to the Specific Objective or if the Fund lacks resources. The latter is in any event the case if the assets of the Fund amount to less than €1,000 (one thousand euros) for more than one year.
 3. In addition, the parties may terminate the Donor Agreement and dissolve the Fund by mutual agreement.
 4. In the event of a positive balance upon termination, the remaining balance will either be added to the general assets of Beneficiary or be added to another Named Fund whose objective is in line with the Fund being dissolved.

Article 10 Final provisions

1. The statutes of Beneficiary apply as a supplement to this Donor Agreement. In the event of a contradiction between the Donor Agreement and the statutes, the statutes of Beneficiary have precedence.
2. The ethical guidelines on acceptance of donations as described in the *Guidelines on acceptance of donations* (<https://www.luf.nl/binaries/content/assets/customsites/luf2/richtlijn-acceptatie-van-donaties-aan-de-universiteit-leiden-januari-2022.pdf>) apply as a supplement to this Donor Agreement. By signing this Donor Agreement, Donor verifies that the donation is in compliance with the *Guidelines on acceptance of donations* in terms of both content and origin, and Donor agrees to the stipulations set out in the guidelines.
3. Donor and Beneficiary are jointly authorised to amend this Donor Agreement.
4. This Donor Agreement is subject to the law of the Netherlands. All disputes relating to this Donor Agreement will in the first instance be submitted to the competent court in The Hague.
5. The Parties confirm they are authorised to enter into this Donor Agreement.
6. This Donor Agreement supersedes the conditions of all earlier agreements between the Parties relating to the Fund.
7. This Donor Agreement comes into force immediately after signing.
8. The Parties will implement in good faith all agreements made, as stipulated and specified in this Donor Agreement, and will refrain from activities and conduct that may conflict with such agreements.

Signed in duplicate in Leiden on 02.02.2026

Donor



Archai OÜ

Beneficiary



Leids Universiteits **Fonds**



Leiden University Fund



Leiden University Fund

Toelichting grondslagen

In dit document kunt u secties vinden die onleesbaar zijn gemaakt. Deze informatie is achterwege gelaten op basis van de Wet open overheid (Woo). De letter die hierbij is vermeld correspondeert met de bijbehorende grondslag in onderstaand overzicht.

J Art. 5.1 lid 2 sub e

Het belang van de openbaarmaking van deze informatie weegt niet op tegen het belang van de eerbiediging van de persoonlijke levenssfeer van betrokkenen

K Art. 5.1 lid 2 sub f

Het belang van de openbaarmaking van deze informatie weegt niet op tegen het belang van de bescherming van andere dan in art. 5.1 lid 1 sub c genoemde concurrentiegevoelige bedrijfs- en fabricagegegevens

M Art. 5.1 lid 2 sub h

Het belang van de openbaarmaking van deze informatie weegt niet op tegen het belang van de beveiliging van personen en bedrijven en het voorkomen van sabotage

N Art. 5.1 lid 2 sub i

Het belang van de openbaarmaking van deze informatie weegt niet op tegen het belang van het goed functioneren van de Staat, andere publiekrechtelijke lichamen of bestuursorganen