**AGREEMENT**

**Signed in Holon on \_\_\_\_\_\_\_\_\_\_ 2023**

**Between:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, ID No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ St.

Email address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Fax no. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(hereinafter: **Donor**)

 **Party of the First Part**

**And:** **Holon Institute of Technology (Reg. Assoc.)**, 580344109

 52 Golomb St., Holon

 Email address: samuelg@hit.ac.il; Telefax 03-5026511

 (hereinafter: **The Institute**)

 **Party of the Second Part**

**Whereas** The Institute is a recognized institute of higher learning budgeted by the State by means of the Committee for Planning and Budgeting (CPB) and subject to the instructions and decisions of the Higher Education Council (HEC) and the CPB. The Institute offers academic programs and provides its graduates with academic degrees that are recognized by the HEC.

**And whereas** It has been agreed that the Donor will grant the Institute a donation of the total amount of US$ \_\_\_ million on the dates detailed in this Agreement for the construction of Building 9 as detailed in this Agreement.

**It is therefore stipulated, declared and agreed between the Parties as follows:**

1. The Preface to the Agreement constitutes an integral part thereof.
2. The Donor will transfer a donation to the Institute by means of a bank transfer of the total amount of US$ \_\_\_\_ million within 30 business days of the date of signing of this Agreement according to the following details:

Name of beneficiary: Holon Institute of Technology (Reg. Assoc.) 580344109;

Name of bank: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; Branch no.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_;

Account number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; IBAN number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. The Institute will make use of the donation for the construction of a building for academic uses on the campus of the Institute on the land registered in the Land Registry Office in Holon as Block 6867 Parcel 28 in Holon (hereinafter: **Building 9**).
2. The Institute will name Building 9 after the Donor or after his surname, according to the Donor’s preference.
3. The Donor declares that he was informed that Building 9 was planned by Architect David Knafo from the office of Knafo Klimor Architects Ltd., P.C. 512253667, that the plans for Building 9 were shown to him and that he understands that they require approval by the relevant authorities, including a building permit from the Holon Municipality.
4. Despite what is stated in Section 4 above, the Institute may withdraw from its undertaking to name Building 9 after the Donor, and the Donor will have no contention or claim against the Institute if one or more of the following cases occur:
5. The Donor does not transfer the consideration as stated in Section 2 above and 30 days have expired form the date on which the Institute contacted the Donor in the matter.
6. The Donor was or in the future is involved in a criminally or morally grave act which is liable to harm the reputation of the Institute.
7. **Settling of disagreements**
8. The Parties will make every effort to solve any dispute that has arisen between them in connection with the existence of this Agreement, its terms and conditions and its provisions by way of mediation, and the identity of the mediator will be determined by the consent of the Parties.
9. If the Parties do not agree on the identity of the mediator within 21 days of the date of the demand of either of the Parties for the appointment of a mediator, or if the mediator has not succeeded, the dispute will be transferred for arbitration before a single arbitrator (hereinafter: **Arbitrator**). The identity of the Arbitrator will be determined by the consent of the Parties. In the absence of consent within fourteen (14) days of the date of demand of either of the Parties for the appointment of an arbitrator, the Parties will apply to the head of the Bar Association to have him determine the identity of the Arbitrator.
10. The Arbitrator may give interim orders, injunctions and other temporary remedies, and he will be connected to and subject to substantive law, but not to the laws of evidence or the rules of civil procedure, provided that proceedings are conducted so as to guarantee the rights of the Parties to be heard. The Arbitrator must also keep minutes and give reasons for his decisions.
11. This Section 7 will be as binding as an arbitration agreement between the Parties, and the provisions of the Arbitration Law, 5728-1968 (hereinafter: **Arbitration Law**) will apply to the arbitration which is the subject of this Agreement as well as to the Arbitrator. For the avoidance of doubt, the provisions of the first supplement to the Arbitration Law will apply to this Agreement.
12. In the framework of the ruling of the arbitration, the Arbitrator will determine the division of the expenses of the procedure between the Parties (including the salary of the Arbitrator).
13. The decision of the Arbitrator will be final and not subject to appeal.
14. A waiver or extension on behalf of one of the Parties will be invalid unless done in writing and signed by that Party.
15. The provisions of this Agreement constitute everything agreed between the Parties and annul any previous agreement between them.
16. A change in any of the provisions of this Agreement will be invalid unless done in writing and signed by both Parties.

**In witness thereof the Parties have signed**

 **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

 **[name of Donor] Holon Institute of Technology (Reg. Assoc.)**