

THE DONATION AGREEMENT

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It is noted that in today's languages the role of the contract as a universal and the most appropriate form of mediation of market relations is growing rapidly. Civil law contract has a special place in the system of civil rights and obligations. It is the main legal form that mediates the movement of civil turnover, property and services.

The purpose of the work is to study legal nature of the donation agreement.

The donation agreement today regulates the issue of gratuitous transfer of certain property to another person. The object of the donation contract is the gift of real estate and movable property, including money and securities. Being an established proof of a donation to another party, it is an important document for the receiver and the donor because it supports internal record-keeping and aids with tax preparation. Donation agreement belongs to real contacts. The moment a contractual relationship is established is the acceptance of the donation by the receiver. Moreover, it is gratuitous, because there is no satisfaction with the gifted donor and bilateral, because rights and obligations arise for both parties. For example, after the donation is accepted by a receiver, the gifted party has an obligation to achieve a predetermined objective which can be different. It can be useful both for society as a whole and for a smaller group of people i.e. people of a certain age, residents of a certain area, and representatives of certain organizations or people of a certain profession. The change of the purpose of the donation can take place only with the consent of the donor, and in the case of his/her death or liquidation of the legal entity by the court decision. The allocation of funds from the state or local budget, including for general purposes, is not a donation, as in this case the funds are used for the direct purpose.

As a general rule, any person can be the receiver and the donor but there are exceptions. Ukrainian legislation prohibits political parties from accepting donations from a number of individuals and legal entities, state authorities and local self-government bodies. Citizens, medical and educational institutions, social welfare institutions, charitable and educational institutions, foundations, museums, religious organizations, the State, etc. can accept donations. It is also important to say that contract may be concluded at the initiative of any party.

The form of the donation agreement is of special interest. For example, donation agreement of personal and household items can be concluded orally. Donation agreement with the obligation to transfer a gift in the future and the agreement of donation of movable things of special value is concluded in writing.

The donation agreement of currency values for a large amount and real estate is concluded in writing and must be notarially certificated. When the notary certifies transactions, it also establishes the identity of the participants in civil relations, as well as the real intentions of each party and the absence of any objections to the terms of the transaction. The real intentions of each party to the transaction is done by establishing by a notary the same understanding of the parties of the meaning, terms of the transaction and its legal consequences for each party.

Today, the role of the donation agreement is growing rapidly and is widely used for the registration of property relations. Many organizations and people providing charitable support to social structures, conclude donation agreements providing for the specification of the purpose of the use of the object of the contract, in order to protect their own interests from unfair receivers. It should be noted that there aren't many fundamental researchers about donation as it is a fairly new institution. There are also a number of gaps related to the donation agreement in Civil Law of Ukraine, which should be studied deeper and needs a thorough research.

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DECLARING PHYSICAL PERSON'S DEATH BECAUSE OF MILITARY ACTIONS

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Introduction. The question of declaring a physical person dead, unfortunately, is currently relevant because of the full-scale invasion of Russia. A