

DONATION AGREEMENT

THIS AGREEMENT (this "Agreement"), effective as of the last date indicated below, is made between _____ (Company) _____, located at _____ and the _____
_____, ("**Receiver**"), located at _____
_____, for the donation of the material identified in Section C herein ("Material").

This Agreement is for a donation of certain Material from _____ (Company) _____ to be used by Receiver for the medical care of patients.

The parties agree as follows:

Section A

1. Qualified Charity. Receiver is a qualified charity and has provided proof of its charitable non-profit status to _____ (Company) _____.
2. Use of Material. The use of the Material by Receiver will be related to the charitable purpose of Receiver.
3. Material Donated. The Material has not been transferred by _____ (Company) _____ to Receiver in exchange for money, other property or services.
4. Not for Resale. Receiver is not accepting the Material for the purpose of resale and intends to use the Material in its charitable function.

Section B

1. Indemnity. Receiver shall indemnify and hold _____ (Company) _____ harmless from and against any and all claims, demands, or actions which are hereinafter made or brought against _____ (Company) _____ by any person, firm, corporation or association for the recovery of damages which is caused or alleged to have been caused by (1) Receiver's failure to meet any of its obligations or representations under this Agreement, and (2) the possession, handling, use, consumption, transportation or disposal of the Material.
2. Shipment and Title. Unless otherwise agreed, transfer shall be F.O.B. _____ (Company) _____ and title shall vest in Receiver when loading is completed.
3. No Warranty. Receiver acknowledges that _____ (Company) _____ warranties are not transferred with the Material. **THE MATERIAL IS "AS IS" AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THERE ARE NO OTHER WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS AND _____ (Company) _____ DISCLAIMS ANY AND ALL TERMS, CONDITIONS, REPRESENTATIONS, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY TERMS, CONDITIONS, REPRESENTATIONS OR WARRANTY OF SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, OF THE MATERIAL.**
4. Disposables. Receiver will be responsible for obtaining, at its own cost, the **disposable** products (such as IV administration sets or probe covers) that are used in conjunction with the Materials. _____ (Company) _____ reserves the right to discontinue at any time the manufacture of such disposable products, with no liability to _____ (Company) _____.

Comment [TV1]: Could lead to the company profiting from the donation by virtue of the receiver having to buy the disposables. Should the disposables also not be donated? Or a clause included regarding the price of the disposables? i.e. no contract may be entered into re numbers, time period etc

5. Compliance with Laws. Receiver will comply with all pertinent laws.

6. Advertisement/Publicity. Receiver will not advertise about the fact or nature of this Agreement without _____(Company)_____prior written permission. Neither party will make any press release or other public disclosure regarding this Agreement unless required under applicable law or by any governmental agency, in which case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public disclosure prior to issuing the press release or making the public disclosure.

7. Permits/Licenses. Receiver confirms that all applicable licenses and permits have been obtained to receive, transport and use the Material. Upon request, Receiver will submit to _____(Company)_____ copies of all applicable existing and new or renewed permits, licenses, and other written approvals which it must hold in order to legally: (1) receive; (2) transport (if transported by Receiver); and (3) use, and if necessary, dispose of the Material.

8. Medical Devices. In the event that the donated materials are medical devices, Receiver certifies that the devices will be used as prescribed in their labeling.

9. Complete Agreement. This Agreement shall constitute the entire Agreement between the parties as to the Material. Any modifications or deletions must be accepted in writing by both parties. The subject matter of this Agreement shall be governed by the terms of this Agreement rather than by terms set forth in any purchase order or confirmation by Receiver or _____(Company)_____

10. Governing Law. This Agreement shall be governed by the laws of England, and excluding the United Nations Convention on Contracts for the International Sale of Goods (1980), to the extent permitted by law, and the parties hereby submit to the jurisdiction of the English courts.

Comment [TV2]: Is mention of English law applicable here? Surely not? I suggest delete this clause.

Section C

List each product, include quantity, full product name and model #

RECEIVER

By: _____

Name: _____

Title: _____

Date: _____

COMPANY

By: _____

Name: _____

Title: _____

Date: _____