**LEHIGH UNIVERSITY EQUIPMENT DONATION AGREEMENT**

This Equipment Transfer Agreement is made and entered into this day of , 201 , by and between Lehigh University ("Donor") and

 ("Donee").

**Equipment Description:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Asset Nos. (If applicable): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**\_\_ **Terms and Conditions:**

Donor and Donee, for good and valuable consideration, the sufficiency of which is hereby acknowledged, intending to be legally bound, agree as follows:

1. Equipment Donation. The goods, material, chattels, equipment, machinery, manufactured articles, merchandise, fixtures, products, appliances, vehicles, plants and any other items as described above shall be referred to as the "Equipment."
2. Warranty. THE PRODUCT IS DONATED "AS IS." LEHIGH DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, LEHIGH DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUTH LIMITATION, ANY WARRANTY OF THE MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. UNIVERSITY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE PRODUCT.
3. Indemnification. Donee agrees to indemnify and hold harmless Donor, its agents, servants, employees, and trustees from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with Donee's use, possession, ownership, sale or disposal of the Property.
4. Assumption of Risk: Donee/and or Donee's representative(s)-understand that entering the premises to inspect and/or remove the Product carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Donee assumes all risks of damage, injury, or loss to person or property and agrees to hold Donor free and harmless from any and all claims which may arise from any cause. When requested by Donor, Donee agrees to evidence adequate insurance coverage for any or all operations involved with the sale and removal of equipment.
5. Waiver: Donee, Donee’s heirs, personal representatives or assigns, do hereby release waive, discharge and covenant not to sue Donor and their agents, servants, employees, and trustees for any and all claims including the negligence of the Donor, its agents, servants, employees, and trustees resulting in personal injury, accidents or illnesses (including death, or property loss.
6. Limitation on Damages. DONOR SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOSS OF USE OR PROFITS WHETHER OR NOT DONOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
7. Integration. This Agreement comprises the entire agreement between the parties regarding the subject matter hereof and supersedes and merges all prior proposals, understandings and all other agreements, oral and written between the parties relating to this Agreement. This Agreement supersedes and takes precedence over any purchase orders, letters, or other documents or terms contained therein that may be inconsistent with this Agreement.
8. Severability. The foregoing Warranty, Assumption of Risk, Waver, Limitation on Damages provisions are intended to be as broad and inclusive as is permitted by the law of the Commonwealth of Pennsylvania. If any part of this agreement is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Agreement shall not be affected.
9. Modification. This Agreement may not be modified or amended except in a writing signed by both parties with specific reference to this Agreement.
10. Miscellaneous. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Donor and Donee. Neither party, by virtue of this Agreement, is authorized as an agent, employee, or legal representative of the other.
11. Compliance with Law. This Agreement shall governed by the laws of the Commonwealth of Pennsylvania be deemed to have been executed in the Commonwealth of Pennsylvania and will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to conflicts or choice of law provisions.. Donee agrees to comply with all Federal, State, and Local regulations governing the use and use and disposal of this equipment.

Without limiting the foregoing, Donee represents and warrants, on behalf of itself and its affiliates, that they shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce. Among other things, these laws and regulations prohibit or require a license for the export of certain types of commodities and technical data to specified countries. Donee hereby gives written assurance that it will comply with, and will cause its affiliates to comply with, all United States export control laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its affiliates. Donee will perform the necessary actions for its Users, including, but not limited to, end use/end user screening, to comply with the foregoing Consolidated
Listing: <https://www.trade.gov/consolidated-screening-list>

1. Release of Goods. Equipment will be released to the Donee only upon Donee’s receipt of Donor’s authorized purchase order form. Expenses incurred in connection with the handling and removal of the equipment will be the responsibility of the Donee. Donee accepts full responsibility for any repairs incurred following \_\_\_\_\_\_\_\_\_\_\_\_ (date of donation), as well as any costs or obligations related to vehicle registration, safety certification, transfer of ownership, and regulations promulgated by the Pennsylvania Department of Transportation.
2. If the Donee fails to remove the property within the time agreed upon, the Donor reserves the right, upon written notice to the Donee, to sell or otherwise dispose of the equipment.

**DONOR: LEHIGH UNIVERSITY** **DONEE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_