CIT USED EQUIPMENT DONATION AGREEMENT

THIS AGREEMENT ("Agreement") is between Cork Institute of Technology of Bishopstown, Cork (“CIT”)

and

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Transferee”),

and is effective as of the date executed by both parties ("Effective Date").

IT IS HEREBY AGREED as follows:

Section 1. Removal of Equipment; Consideration; Transfer of Title.

1.1 At a mutually acceptable time and date the Transferee will, at the Transferee's sole cost, expense and risk, remove the equipment identified in Exhibit A to this Agreement ("Equipment") from the address also listed on Exhibit A (the "Site").

1.2 The sole consideration to benefit CIT as a result of the donation contemplated by this Agreement shall be the convenience of having the Equipment removed from the Site. No monetary consideration shall be due to CIT under the terms of this Agreement.

1.3 Effective upon the Transferee's removal of the Equipment from the Site, CIT hereby transfers and assigns to the Transferee all of CIT's right, title and interest in and to the Equipment. The Transferee acknowledges that it shall have sole responsibility for complying with all relevant laws, regulations and insurance requirements relating to the Equipment once it takes (or attempts to take) possession of same including those relating to transport, occupational health, safety and environmental issues.

1.4 The Recipient acknowledges that nothing in this Agreement obliges CIT to provide any training, support or maintenance services in relation to the Equipment.

Section 2. Disclaimer of Warranties; Limitation of Liability; Indemnity.

**2.1 THE EQUIPMENT WILL BE PROVIDED TO THE TRANSFEREE AS IS AND WHERE IS. CIT MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER OF TITLE, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE OR OTHERWISE, IN RELATION TO THE EQUIPMENT.**

**2.2 UNDER NO CIRCUMSTANCES WILL CIT BE LIABLE TO THE TRANSFEREE OR ANY OTHER PERSON FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE EQUIPMENT.**

**2.3 IN CONSIDERATION OF THE DONATION CONTEMPLATED BY THIS AGREEMENT THE TRANSFEREE AGREES TO FULLY INDEMNIFY AND HOLD HARMLESS CIT AGAINST ALL CAUSES OF ACTION, SUITS, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS, DEBTS, TAXES, DUES, SUMS OF MONEY, ACCOUNTS, DAMAGES, JUDGMENTS, EXECUTIONS, CLAIMS AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, INCURRED BY CIT AS A RESULT OF THE DONATION CONTEMPLATED BY THIS AGREEMENT AND/OR ANY USE OF THE EQUIPMENT AFTER THE TRANSFER EFFECTED PURSUANT TO CLAUSE 1.3.**

Entire Agreement; Amendments. This Agreement embodies the entire agreement between CIT and the Transferee with respect to the Equipment and supersedes all prior oral and written, and all contemporaneous oral, agreements, proposals, representations and understandings of the parties concerning the Equipment. This Agreement may not be amended or modified except by a writing signed by both parties.

Section 4. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of Ireland and the parties submit to the exclusive jurisdiction of the Irish courts in relation to any dispute concerning this Agreement or the Equipment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

 **SIGNED FOR AND ON BEHALF OF** **CIT:**

 By:

 Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Date:

 **SIGNED FOR AND ON BEHALF TRANSFEREE:**

 (Legal name of Transferee)

 (Address)

 By:

 (Authorised signatory)

 Title:

 Date:

**EXHIBIT A**

**EQUIPMENT DESCRIPTION** **AND SITE LOCATION:**