

STATE OF NORTH CAROLINA

WAKE COUNTY

Rev. 12/20

EQUIPMENT DONATION AGREEMENT

THIS EQUIPMENT DONATION AGREEMENT (the “Agreement”) is made as of the date of the last signature below (the “Effective Date”) by and between _____ (“Donor”), and **NORTH CAROLINA STATE UNIVERSITY**, on behalf of its _____ (“NC State”). NC State and Donor may be referenced collectively in this Agreement as the “Parties” or each individually as a “Party.”

1. **The Equipment.** Subject to the terms and conditions of this Agreement, Donor transfers all right, title and ownership of the equipment described in the attached **Schedule A** (the “Equipment”) to NC State for the use and enjoyment of NC State. Title to the Equipment will vest in NC State upon the Equipment’s arrival at the NC State campus. Promptly upon receipt of Equipment by NC State, Donor will provide any and all documents necessary to record the transfer of title in the Equipment. The transfer does not include or convey any license, title, or other rights in any patents, trademarks, copyrights, know-how or other intellectual property of any kind.
2. **No Payment.** Donor and NC State agree that each party’s performance of this Agreement constitutes full consideration and that NC State is not obligated to pay for the Equipment.
3. **Use of Equipment.** NC State may use the Equipment for any purpose it deems appropriate and there is no expectation of reversion of the Equipment to Donor under any circumstances whatsoever.
4. **Transportation of Equipment.** Donor shall be responsible for packaging and transporting the Equipment to NC State.
5. **Warranties.** Donor warrants that:
 - a. The Equipment is safe and suitable for use by NC State and has no known dangerous defects; and,
 - b. There are no claims, judgments, liens or other encumbrances of any kind whatsoever against or upon title to the Equipment; and,
 - c. No customs laws, tax laws or other laws or regulations applicable to the Equipment or its export or import, have been broken.
6. **Entire Agreement:** This Agreement contains the entire agreement of the Parties and there are no representations, inducements or other provisions other than those expressed herein.

All changes, additions or deletions to this Agreement shall be in writing and executed by the authorized representatives of both Parties.

7. **Governing Law.** This Agreement and the rights and obligations of the Parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of North Carolina, without regard for its conflict of laws provisions, and the exclusive venue for any legal proceedings arising from or incident to this Agreement shall be the state courts sitting in Wake County, North Carolina.
8. **Severability.** Should any provision of this Agreement be declared illegal, void, or unenforceable under North Carolina law, or shall be considered severable, the Agreement shall remain in force and be binding upon the Parties hereto as though the said provision had never been included.
9. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Donor and NC State have executed this Agreement as of the date of the last signature below as indicated by the signatures of their authorized representatives.

DONOR

By: _____

Name: _____

Title: _____

Date: _____

**NORTH CAROLINA STATE
UNIVERSITY**

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged by:

Name: _____

Title: _____

Date: _____

Schedule A

Description of Equipment