



RADIO SCOUTING IRELAND EQUIPMENT DONATION AGREEMENT

This Agreement for Donation (“Agreement”) is made as of the date of the last signature hereon between XXXXXXXX, hereafter known as the “Donor”, and Radio Scouting Ireland, hereafter known as the “Recipient”.

WHEREAS, Donor has title to the equipment listed in Appendix I (the “Equipment”) and WHEREAS, Donor wishes to transfer the Equipment to Recipient and WHEREAS, Recipient wishes to accept the Equipment under the following terms and conditions:

NOW, therefore the parties agree to the following terms of such transfer:

Section I – General

- a) Recipient will use the Equipment solely in accordance with the terms of this Agreement.
- b) Recipient will use the equipment primarily for academic purposes.
- c) The Donor agrees to never sell or make any commercial gain for the sale or use of the equipment.
- d) Should the Recipient no longer have a use for the equipment the Recipient shall donate the equipment to another scout troop, ham radio club or licensed operator and shall only transfer the equipment under a similar agreement to this, such that the equipment may never be sold.
- e) Recipient will remove the Equipment from Donor’s premises Recipient’s sole expense.
- f) Recipient shall be responsible for compliance with all laws and regulations applicable to use of the Equipment.
- g) The description of the Equipment is for the sole purpose of identifying the Equipment and does not constitute a representation or warranty in any respect whatsoever by the Donor.

Section II - Confidential Material

- a) The Equipment may contain material pertaining to Donor’s personal life or business (“Confidential Material”).
- b) Nothing herein will be construed as the transfer of Confidential Material to Recipient and Recipient will not disclose such Confidential Material to any third party.
- c) The entire right, title and interest in such Confidential Materials will remain with Donor and if such material is discovered the Recipient will, using all reasonable endeavours, return the Confidential Material to the Donor as soon as possible.

Section III - Warranties & Indemnities

- a) The Recipient acknowledges and accepts the equipment 'as is' and the Donor has made no representations or warranties to the state or safety of the equipment.
- b) The Recipient acknowledges and accepts that the equipment may contain hazardous or toxic substances, material or waste or related materials and the equipment if misused may cause harm.
- c) Recipient will defend, indemnify and hold Donor harmless against any claims or damages resulting from or relating to the use of the equipment or such hazardous or toxic substances therein, after Recipient has taken possession of the Equipment.
- d) Recipient will defend, indemnify and hold Donor harmless against any claims relating to the packing, removal, handling, shipping, use, possession, transfer, donation or other future disposal of Equipment.

Section IV - Miscellaneous

- a) The Agreement represents the entire agreement between the parties with regard to the subject matter hereof. It supersedes all previous oral and written communications between the parties.
- b) This Agreement may not be modified except in writing by authorized representatives of both parties.
- c) If any provision is held invalid, all other provisions will remain valid, unless such invalidity would frustrate the purpose of the Agreement.

Signed on behalf or Donor:

_____ and _____

XXXXXXXXXX

Date: _____

Signed on behalf or Recipient:

_____ and _____

Committee Member (Callsign)
Position

Committee Member (Callsign)
Position

Date: _____

APPENDIX I – The Equipment

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