

Terms of Agreement NH-INBRE ExChange

In the conditions listed below, the “Provider” is defined as the New Hampshire IDeA Network of Biomedical Research Excellence (herein defined as “NH-INBRE”) at the Geisel School of Medicine at Dartmouth, including any individuals at Dartmouth associated with this program. The “Recipient” is defined as any other individual and/or institution that is a member of the NH-INBRE program. The “Exchange Program” is defined as the activity (currently referred to as the “NH-INBRE Xchange”) by which used and unwanted equipment and/or supplies collected by the Provider are offered to institutions (and individuals associated with those institutions) that participate in the NH-INBRE program. Items in the Exchange Program are offered “as is”, with use of the Exchange Program solely at the risk of the Recipient.

The Provider shall,

make a reasonable effort to insure that offered items are functional and free of hazardous substances, so that they can be safely used for their intended purpose. If the Provider has items evaluated by their institutional safety personnel and/or improved via minor repairs, the Provider will be free from any claims, liabilities or costs associated with those activities.

make no warranty of any kind, expressed or implied, in association with the items in the Exchange Program, nor be obligated to provide any continued support for the use of items the Recipient has acquired through the Exchange Program.

not be liable for any damages of any kind, including, but not limited to, direct, indirect, incidental, punitive, and consequential, arising from the use of equipment or items acquired through the Exchange Program.

not be obligated to deliver the items requested by the Recipient.

The Recipient and their institution shall,

free the Provider from all claims, liabilities, and costs that may arise in association with items acquired through the Exchange Program.

release the Provider from any and all warranties, whether expressed or implied.

agree that the acquired items will only be used for their appropriate and designed purpose.

agree not to sell items acquired through the Exchange Program.

dispose of any items acquired through the Exchange Program in an appropriate and approved manner, as determined by the Provider, and will notify and receive approval from the “Provider” prior to disposal.

agree to label items acquired through the Exchange Program with a label approved by the Provider if requested to do so by the Provider.

If any provision of this agreement is held for any reason to be invalid or unenforceable, then the remaining provisions of this agreement will be unimpaired, and a modification or replacement of the invalid or unenforceable provision that comes closest to the intention underlying the invalid provision will be included in this agreement.

NH-INBRE Exchange Agreement Form

In accepting the equipment and/or supplies from the NH-INBRE Exchange Program “as is” (see brief description of items below), without recourse or warranty of any kind, the undersigned individual and their institution become solely responsible for making sure the items are in good working condition prior to and during use of them. They are also responsible for the safe operation, proposal use, and appropriate disposal of any items received as part of the NH-INBRE program

They hereby waive and release any and all claims whatsoever that they, their legal representative, or their heir might have or hereafter have against the NH-INBRE Exchange Program.

Signature

Date

Department

Institution

Description of equipment/supplies: