

CHARITABLE DONATION AGREEMENT

This Charitable Donation Agreement (“Agreement”) is entered into as of upon the last date of execution below (the “Effective Date”) by and between University Hospitals Health System, Inc., an Ohio non-profit and 501(c)(3) tax-exempt corporation with its principal office at 3605 Warrensville Center Road, Shaker Heights, OH 44122 (“UH”) and the Grant Recipient (the “Recipient”) set forth below.

Grant Recipient: _____
Address: Attn: _____

Phone: _____
Fax: _____
E-Mail: _____

WHEREAS, UH is an integrated health care delivery system located within Northeast Ohio whose charitable mission is to provide access to the highest quality healthcare at a competitive price;

WHEREAS, Recipient is a municipal department or 501(c)(3) non-profit organization that renders fire safety, law enforcement and/or emergency medical services (collectively, “Emergency Services”);

WHEREAS, Recipient has requested for UH to provide support in the form of a Donation (defined below) to be used directly in Recipient’s provision of Emergency Services to its respective municipality or defined service area and otherwise to further Recipient’s and UH’s common goal of promoting the health and welfare of their community.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge and agreed, UH and Recipient agree as follows:

1. **DONATION**: UH will make a donation to Recipient of the medical equipment set forth on Exhibit A hereto (collectively, the “Donation”), to be delivered to Recipient as soon as commercially reasonable following execution of the Agreement by both parties hereto. Upon delivery of the Donation to Recipient, Recipient shall irrevocably take all right, title, and interest in the Donation.

2. **COVENANTS**:

(a) **Donation Maintenance**: To the extent UH has the capability and the resources devoted to provide maintenance, repair or replacement of the Donation in the event the Donation is or becomes defective, as determined by UH in its sole discretion, UH shall perform such reasonable maintenance, repair or replacement as scheduled by UH.

(b) **Compliance with Law**: UH and Recipient agree that all of its respective activities under or pursuant to this Agreement shall be performed in compliance with all applicable laws, rules, and regulations. The parties hereby certify that this Agreement is not intended to violate the Anti-Kickback Statute, 42 U.S.C. 1320-7b(b). UH has referenced and made available to Recipient the UH Policies and Procedures, available online at <http://www.uhhospitals.org/vendorpolicies> (username = uhvendors; password = uhvendors), and the UH Compliance & Ethics Program Code of Conduct, available online at <http://www.uhhospitals.org/about/mission-and-vision/code-of-conduct>.

(c) Compliance Reporting: In connection with this Agreement, Recipient shall report any suspected violations of any federal laws, regulations, federal health care program requirements directly or indirectly related to or involving UH or any of its employees or agents, or any suspected violations of any UH policies and procedures or Code of Conduct. Any such violation should be reported to the UH Compliance and Ethics Department by calling the UH Compliance Hotline (800.227.6934).

(d) Use of Donation: Recipient represents and warrants that all employees or contracted personnel that will use the Donation are appropriately trained and certified (as applicable) to use the Donation in compliance with the respective manufacturer's use guidelines and all applicable law. Recipient shall hold UH harmless for any and all liability or damage caused or related to the use of the Donation.

3. REPRESENTATIONS AND WARRANTIES:

(a) Disclaimer of Warranties: Notwithstanding anything to the contrary in this Agreement, the Donation and any and all repairs, maintenance and replacements of such Donations are provided by UH to Recipient "As Is" without any express or implied warranty of any kind, including, but not limited to, warranties relating to fitness for particular use, merchantability, or non-infringement. Recipient acknowledges and agrees that the Donation product warranty representations and obligations, if any, shall reside exclusively with the Donation manufacturer(s), as applicable.

(b) No Inducement: The Donation is not based on, or related to, the past, present, or future volume or value of business generated for UH by Recipient and is not intended as an inducement or reward for the use of, purchase of, or recommendation of UH as a health care provider. The parties agree that nothing in this Agreement requires, or shall be construed to require, Recipient, or any of its employees or contracted personnel, to use or recommend the use or purchase of UH health care services. The parties are entering into this Agreement without the intent to improperly induce the purchase or use of any UH services. Recipient represents and warrants that nothing in this Agreement will (i) affect independent professional judgment as to the decisions that are best for individuals served by Recipient or its employees or contracted personnel, or (ii) otherwise affect decisions regarding the use or recommended use or purchase of medical services.

4. MISCELLANEOUS: This Agreement: (a) is governed by Ohio law, and the exclusive venue for any disputes arising out of this Agreement shall be Ohio and Federal courts residing in Cuyahoga County, Ohio; (b) may not be assigned by either party without the express written consent of the other party; (c) may not be amended except in writing signed by both parties and approved as to form by the Law Department of UH; (d) is the entire agreement and understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous agreements are integrated herein; and (e) is for the benefit of Recipient and UH only as there are no intended third party beneficiaries.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed and deliver on the date first set forth above.

RECIPIENT

By: _____
Date: _____
Printed Name: _____
Title: _____

UNIVERSITY HOSPITALS HEALTH SYSTEM, INC.

By: _____
Date: _____
Printed Name: _____
Title: _____

UHHS LAW DEPARTMENT Approved As To Form	
By:	_____
Print:	Bradley F. Clement
Date:	May 21, 2013
Matter #:	14277

EXHIBIT A

Description of Donation