

Annex III – Draft donation agreement [number]

between

European Medicines Agency (hereinafter referred to as "the Agency")

and [complete including name of authorised signatory] (hereinafter referred to as "the Donee").

In accordance with "Donation of EMA assets no. EMA/2014/28/IS of 28 July 2014" and the Donee's expression of interest of [date], the following has been agreed:

1. The Agency agrees to donate, free of charge, the following items to the Donee: [complete]
2. The ownership of the items shall be transferred from the Agency to the Donee from the moment physical possession passes to the Donee upon collection in the Agency's premises. The Donee is responsible for its staff or agents collecting the items and for their compliance with all relevant UK health and safety legislation.
3. The Donee agrees that the Agency does not give any warranty as to the quality or condition of any item donated and that they are accepted 'as seen'.
4. As from the moment of transfer of ownership the Donee shall have sole responsibility over the items including all relevant dismantling, transport and insurance. All related costs shall be borne by the Donee. Items shall not be returned to the Agency.
5. The agreed collection date shall be [complete]. The Donee agrees that failure to collect the items on the agreed collection date may result in the offer of donation being revoked. The Agency is not liable for any costs incurred by the Donee prior to any resulting revocation of an offer of donation.
6. The agreement shall be governed and construed in accordance with the laws of England and Wales.

For the Donee,
[complete]

For the Agency,
[complete]

Signature: _____
Date: _____

Signature: _____
Date: _____

In duplicate in English.