DATED 202**X**

EQUIPMENT TRANSFER AGREEMENT

Between

The University of Exeter

and

XXXXX

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THIS Equipment Transfer Agreement is dated         202X

And made between:

1. THE UNIVERSITY OF EXETER an institute of higher education with facilities at Northcote House, The Queen’s Drive, Exeter, EX4 4QJ (UNIVERSITY); and
2. XXXXXX of XXXXX (TRANSFEREE).

Recitals:

1. University is the owner of the Equipment (as hereinafter defined). The Transferee is engaged in research, development, and dissemination of technologies; and
2. University is willing to make the transfer of the Equipment to the Transferee described in this Agreement and the Transferee is willing to accept the transfer upon the terms set out below.

**Agreement**

In consideration of the covenants contained in this Agreement, and the sum of One Pound (£1) paid by the Transferee to University (receipt whereof is hereby acknowledged) the Parties intending to be legally bound agree as set out in this Agreement.

DEFINITIONS and interpretation

Unless otherwise specifically provided in this Agreement, the following terms shall have the following meanings:

**Affiliates:** any group company of University pursuant to s42 Landlord and Tenant Act 1954.

**Equipment:** the equipment specified in the Schedule hereto.

**Equipment Price:** the sum of one pound (£1).

**Loss:** any and all liabilities, claims, demands, causes of action, suits, judgments, damages, loss, and costs and expenses, including interest, penalties, and reasonable lawyers' fees and disbursements.

**Parties:** means University and the Transferee and **Party** shall mean either of them as the meaning shall require.

## The Schedule referred to in this Agreement is intended to be and is hereby specifically incorporated into and made a part of this Agreement

ASSIGNMENT OF EQUIPMENT

## University hereby transfers to the Transferee its entire right, title and interest in the Equipment and the Transferee takes the Equipment.

## The Parties acknowledge and agree that the transfer of the Equipment is made by University to the Transferee without seeking or receiving any payment or benefit of any other kind from the Transferee (other than that expressly set out in this Agreement).

No warranty

## The Transferee acknowledges and agrees that all of the Equipment is donated by the University "as is";

## The Transferee acknowledges and agrees that no representation or warranty, express or implied as to:

#### the nature, quality, value or condition of the Equipment;

#### the suitability of the Equipment for any use;

#### merchantability of the Equipment;

#### fitness of the Equipment for any particular purpose;

#### the use of the Equipment not infringing or violating any patent or other proprietary rights of any third party

has been made by the University or will be implied herein.

## The parties agree that the terms implied by sections 12 to 15 (inclusive) of the Sale of Goods Act 1979 are, to the fullest extent permissible by law, excluded from this Agreement and in agreeing this the Parties confirm that they have had regard to the Equipment Price paid.

## Nothing in this Agreement is intended to limit or exclude any liability for fraud.

TAX CONSEQUENCES

## The Transferee agrees to furnish (if required) written acknowledgement of this Agreement and of the transfer of the Equipment as may be required by University.

## University shall be solely responsible for all matters relating to any tax related claims of University, including valuation of the Equipment.

INDEMNITIES

## The Transferee shall indemnify, defend, and hold harmless the University (and its respective directors, officers, agents, employees and representatives) from and against all Loss involving any damage to belongings, property damage, personal injury or death connected in any way to the Transferee's ownership of or to the care or use of the Equipment after the date hereof.

## The Transferee with the intention of binding itself, its agents, officers, directors and employees, releases and discharges the University (and its respective agents, officers, directors, employees) from all claims, demands and causes of action present and future, known or unknown, that the Transferee, its agents, officers, directors and employees, ever had, now have, or may have, or claim to have, against the University (and its respective agents, officers, directors, and employees) arising out of, or connected in any way with, the Equipment.

## For the avoidance of doubt the University shall not be under any obligation to hold the Transferee, its officers, employees, agents or future licensees, assignees or transferees harmless against any Loss arising from or occurring as a result of any use of the Equipment or connected in any way with, the Equipment.

ASSIGNMENT

This Agreement may not be assigned by either Party in whole or in part except that University may freely assign this Agreement and its rights and obligations hereunder to any of its Affiliates and they in turn may assign to any other Affiliate and/or to University.

severability

## If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision (as the case may be) shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

## If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties’ original commercial intention.

ENTIRE AGREEMENT

## This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Agreement and supersedes all prior agreements, whether written or oral, with respect to the subject matter of the Agreement.

## Each Party confirms that it is not relying on any statements, representations, warranties or covenants of any person (whether a Party to this Agreement or not) except as specifically set out in this Agreement.

* 1. SCHEDULE

	THE EQUIPMENT (lIST ALL AND Number OF ITEMS)

**SIGNED** by the parties on the date first mentioned above

|  |  |
| --- | --- |
| SIGNED on behalf of**XXXXXXXX** | ))) |
|  | Director/Secretary |

|  |  |
| --- | --- |
| SIGNED on behalf of the **TRANSFEREE** | ))) |
|  | Authorised signatory[*Print name and position*]………………………………………………………… |