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| crslogo | **MOTORIZED EQUIPMENT DONATION AGREEMENT** **Ref. No:**  |

 **COUNTRY**

This EQUIPMENT DONATION AGREEMENT is made and effective as of the date of signature, by and between the **Catholic Relief Services** **Country**  **(“CRS”)**, represented by Name (), with offices located at Full Address, (tel:      ), and **Partner Name (“the Partner”)**, represented by Name (Title), with offices located at Full Address, (tel:      ).

CRS donates to the Partner certain tangible capital equipment and other properties as noted below for the implementation, administration and support of humanitarian project activities. The term “Partner” as used in this Agreement shall indicate that organization with which CRS has a signed Partnership Agreement, and shall include the Partner’s authorizing officials.

In consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

**I. GENERAL CONDITIONS**

**A. Use**: CRS hereby donates, and the Partner accepts responsibility for the entire management and appropriate use of, the following described equipment (the "Equipment"):

* **Equipment Type:**
* **CRS Inventory ID Number:**
* **Year, Make and Model:**
* **Plate Number:**
* **Serial/Vehicle ID Number (VIN):**
* **Chassis Number:**
* **Engine Number:**
* **DSPN:**
* **Value CIF (Cost, Insurance, Freight as per PO:**
* **Accessories:**
* **Other relevant information:**
1. **Term**: The terms of this Agreement shall commence on the date of signature of both parties.

**C. Entire Agreement**: This instrument constitutes the entire agreement between CRS and the Partner, and shall not be amended, altered or changed without the consent of both parties.

**D. Headings**: Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent.

**II. CRS RESPONSABILITIES**

1. **Delivery**: CRS shall be responsible for ensuring delivery of the Equipment to the Partner, either at the CRS main office or at a location to be determined in advance by CRS and the Partner. Delivery shall be effected upon legal transfer of title, the acquisition of adequate insurance, the completion of licensing and registration, certification of the payment of taxes due as per local law, and / or any other legal documentation.
2. **Transfer of Title and other legal documents**:
3. To the extent possible, CRS shall assist the Partner, as per the Partner’s written request, with the legal transfer of title for the Equipment as well as any and all other legal documents required by local law. Such documents shall be required prior to inspection and delivery of the Equipment.
4. CRS shall provide to the Partner, whenever available, all manuals, documentation, special tools, and secondary equipment and accessories (e.g., such as spare tires, jacks, spare keys, lug wrenches, etc.) necessary for the effective and efficient operation, repair and maintenance of the Equipment.

**III. PARTNER RESPONSABILITIES**

**A. Use of the donated Equipment**:

1. CRS Equipment donated to the Partner is for the exclusive use of the Partner.
2. The Equipment shall be used in support of the Partner’s humanitarian relief and developmental activities; it shall not be used for personal enterprise or commercial endeavors.
3. The Equipment shall not be used to support any humanitarian or other activities funded by CRS, nor shall any costs related to the operation, maintenance, repair, licensing and insurance or other be charged to any CRS budget, without the prior written approval of the CRS Country Representative or designate.
4. The Partner shall ensure that motorized Equipment operators have been properly trained, that they hold a valid operator’s permit (i.e., driver’s license), and that, when operating motorcycles, they wear protective helmets and clothing at all times during operation. The failure of the Partner and individual users to adhere to these guidelines shall in no way and under no circumstances render liable CRS for the injury or death of the Equipment operator and / or their passengers, for damages caused to the Equipment.
5. The Partner and individual users shall hold harmless CRS for any and all accidents, incidents or damage to the Equipment or property belonging to a third party, and accepts liability for injuries or deaths of Partner officials and agents (approved users), and any third parties resulting from the use and/or misuse of the Equipment.
6. The Partner shall not allow staff to operate the Equipment while in a state of intoxication, or while under the effect of narcotics or specific medications known to have a narcotic effect.
7. The Partner agrees to utilize the donated Equipment in a prudent and appropriate manner at all times, and shall comply with and conform to all national, county, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.
8. The Partner assumes responsibility for all direct and indirect costs related to the operation of the Equipment, including, but not limited to: paying duties, taxes and licensing; fuel and oil; tire, tube and battery replacement; repair and maintenance; the purchase of helmets and other safety gear (for motorcycles); etc. None of these costs may be charged to a CRS budget without the prior written approval of the CRS Country Representative or designate.

**B. Insurance**: The Partner shall procure and continuously maintain insurance on the Equipment as per local law. CRS assumes no responsibility for Equipment insurance coverage for the Partner.

**C. Maintenance and Repairs**: Costs related to the regular maintenance, repair and operation of the Equipment shall be borne entirely by the Partner. None of these costs may be charged to a CRS budget without prior written approval by the CRS Country Representative or designate.

**D. Loss and Damage**: The Partner agrees to bear the entire risk of loss and damage to the Equipment due to misuse and abuse. The Partner shall not hold CRS liable for any loss or damage to the Equipment.

**E. Legal Documents**:

1. The Partner assumes responsibility to file for and obtain all legal documents (e.g. title, licensing and registration books) and approvals required by local law to legally transfer the Equipment from CRS to the Partner. The Partner agrees to forward a photocopy of each and every legal document pertaining to the transfer of title for the Equipment to CRS for its files. As per section II.B.1 above, CRS shall assist with this process upon receipt of a written request from the Partner and the approval of the CRS Country Representative or designate.
2. The Partner agrees to comply with all local laws regarding annual registration, licensing, insuring, etc. of the Equipment.
3. The Partner agrees to bear all costs related to the transfer of the Equipment, including but not limited to: repair and maintenance of the Equipment; taxes; insurance; registration and licensing. None of these costs shall be charged to a CRS budget without the prior written approval by the CRS Country Representative or designate.

**F. Taxes**: The Partner shall keep the Equipment free and clear of all levies, liens and encumbrances. The Partner shall pay and discharge when due: all license and registration fees; assessments; sales, use, property and other taxes, fees and governmental charges similar or dissimilar to the foregoing; any penalties or interest thereon, imposed by local government authorities upon the Equipment or the purchase, transfer, use and operation of the Equipment. CRS shall not be held liable to pay or discharge any such taxes or assessments as of the date of signature of this Equipment Donation Agreement.

**G. Indemnity**: The Partner shall indemnify and hold CRS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Partner's use or misuse of the donated Equipment.

**H. Ownership**: The Equipment is transferred from CRS to the Partner, and shall at all times be and remain, the sole and exclusive property of the Partner. No officer or employee of the Partner shall receive title to the Equipment in his/her name. CRS shall have no right, title or interest therein or thereto except as expressly set forth in this agreement.

**IV. JOINT RESPONSABILITIES**

1. **Equipment Inspection**:
2. CRS and the Partner shall, prior to hand-over of the Equipment identified on this Agreement, conduct a joint physical inspection of the Equipment. The absence of either party shall invalidate the inspection and thus the donation until such time as the inspection can be rescheduled.
3. Any and all qualitative information presented on the CRS Delivery Note shall be considered valid and accurate unless, during the physical inspection, either party identifies and explains in writing on the Delivery Note their disagreement with the information as stated.
4. In the event that no physical inventory occurs, the Equipment shall be handed over to the Partner on an “as-is, where-is” basis.

**B. Resolution of disputes and disagreements**: In the event of disagreement or disputes resulting from diverse interpretation of this Agreement or any of its clauses, CRS and the Partner agree to attempt to resolve the dispute amicably through dialogue. In the event an amicable solution is not reached, both parties agree to refer the case to the local legal authorities as per local law.

IN WITNESS WHEREOF, the parties hereto have executed this agreement this Date.

 Name (printed) – (CRS) Name (printed) – Authorized “Partner” Official

 Signature –  (CRS) Signature – Authorized “Partner” Official

 Date Date