



DATE: _____

On behalf of FOT Services LLC, a subsidiary of the Foundation for Orthopedic Trauma (FOT), a tax-exempt 501(c)(3) organization, we would like to thank you for offering a contribution of orthopedic implants and/or equipment. As part of the FOT's Humanitarian mission, we will facilitate the re-allocation of these donations to resource poor areas around the globe with severe needs for this type of equipment. The FOT does not permit any donations to be sold in the US and will work to prevent these donations from being sold in the destination countries where they will be re-allocated.

Since not all implants and equipment are amenable to be repurposed, we ask that you please fill out the accompanying FOT Donor Form, listing the specific implants and/or equipment that you are considering for donation. Please then forward this form back to us at administrator@fotnorthamerica.org and we will quickly review and get back to you with a plan to move forward on the donation process.

Thank you again for your generous offer to contribute to our Humanitarian mission, we look forward to working with (*name and/or name hospital*) to help patients around the world who may benefit from your donation.

Sincerely,

Anthony Sorkin, MD, President, FOT

Thomas Lyon, MD, Humanitarian Chair, FOT

Donation of Medical Supplies and Equipment Acceptance Form

THIS DONATION ACCEPTANCE AGREEMENT (this “**Agreement**”), dated as of _____ is entered into by and between _____ a [STATE OF ORGANIZATION] [TYPE OF LEGAL ENTITY], (“**Donor**”), and FOT Services LLC, a subsidiary of the Foundation for Orthopedic Trauma, a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code, (“**FOT**”).

Donor agrees to donate, and FOT agrees to accept, subject to the terms and conditions set forth below, the following medical supplies or equipment (the “**Equipment**”) to FOT at no cost. No goods or services were provided in exchange for the donation.

For donations valued at \$5,000 or more, Donor may need to complete IRS Form 8283 and obtain a qualified appraisal. For donations valued at \$500 or more, additional reporting requirements may apply. Donor acknowledges that it is solely responsible for determining the fair market value of all donated Equipment and for obtaining any independent appraisals that may be required for tax deduction purposes. FOT makes no representations or warranties regarding the tax deductibility of this donation or the appropriate valuation of the Equipment. This written acknowledgment is intended to satisfy the requirements under Federal tax law for substantiation of charitable contributions.

Description of Donated Equipment: See attached Donation Form EXHIBIT A

Donor grants FOT irrevocable ownership, rights, title, and interest in the Equipment. The equipment is transferred to FOT free and clear of any liens, claims, or encumbrances. FOT shall determine the disposition of the Equipment at its sole discretion. FOT agrees that it will not resell the donated Equipment and the Equipment will be used exclusively for charitable purposes.

DONOR DONATES AND FOT ACCEPTS THE EQUIPMENT “AS IS.” NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

MUTUAL RELEASE OF LIABILITY: Both Donor and FOT hereby mutually release, waive, discharge, and covenant not to sue each other, including their respective directors, officers, employees, volunteers, agents, successors, and assigns, from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, damage, or injury that may be sustained by any person or property as a result of the donated Equipment or this donation arrangement. This mutual release applies regardless of whether such loss is caused by the negligence of either party.

MUTUAL INDEMNIFICATION WAIVER: Neither party shall be responsible for indemnifying, defending, or holding harmless the other party against any claims, demands, liabilities, damages, costs, or expenses (including attorney's fees) arising from or related to the donated equipment or this donation arrangement. Each party agrees to bear its own costs and liabilities arising from their participation in this donation arrangement.

(DONOR NAME)

BY _____

Name:

Title:

FOT Services, LLC

By _____

Name:

Title: