

DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(*this document will be completed after approval of product donation-please complete product donation form and email to administrator@fotnorthamerica.org)*

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 (\*name and/or name Hospital\*) for offering a contribution of orthopedic implants. As part of the FOT’s Humanitarian mission, we will facilitate the re-allocation of these donated implants to resource poor areas around the globe with severe needs for this particular type of equipment. The FOT will assure that none of these donations will be re-sold either in the US or in the destination countries where they will be re-allocated.

 Since not all implants and equipment are amenable to re-purposing as such, we ask that you please fill out the accompanying form, the specific implants and/or equipment that you are considering for donation. If you could please then forward this form back to us at administrator@fotnorthamerica.org 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

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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 charge. No goods or services were provided in exchange for the donation.

**See attached Spreadsheet**

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 in its sole discretion.

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.

(DONOR NAME)

BY\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

FOT Services, LLC

By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title: