

**AGREEMENT BETWEEN  
UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE  
AND**

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This AGREEMENT, effective \_\_, 2024, is entered into by and between the University of Vermont and State Agricultural College (“UVM”) and \_\_\_\_\_ (“University”).

**[Note-these introductory sentences should briefly restate the background of the transfer]** \_\_\_\_\_, a faculty member in UVM’s Department of \_\_\_\_\_ has closed his/her laboratory at UVM and there is some research equipment described below (the “Research Equipment”), that is no longer needed by the faculty member or UVM; and UVM has agreed to transfer/donate the Research Equipment to University for the benefit of \_\_\_\_\_ research being conducted by \_\_\_\_\_, at University; and

University desires to acquire the Research Equipment for the benefit of said research at University.

In consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

- 1. Research Equipment.** The Research Equipment to be transferred to University by UVM consists of the following equipment:

Asset Description	UVM Asset Tag Number	Serial Number	Manufacturer	Model

(collectively the “Research Equipment”)

There will be no charge to University for the Research Equipment itself. University will accept the Research Equipment from UVM in **as-is condition** and without any warranties.

- 2. [Note-use this section if appropriate] Costs Associated with Packaging/Removal.** University will be solely responsible for all direct and indirect costs associated with packaging and removing the Research Equipment from its current location at UVM. University will directly employ contractor(s) for packaging and removing the Research Equipment from UVM. Contractor’s activities will be subject to UVM’s requirements as to timing and to protect the safety of the UVM community. University will be responsible for ensuring that the contractors they employ immediately restore UVM’s laboratory, and UVM’s property and premises to the condition that

existed immediately prior to the removal of the Research Equipment, replacing/repairing any damage caused by said removal.

3. **[Note-use this section if appropriate] Transportation of Research Equipment.** University will be solely responsible for transportation of the Research Equipment from the UVM location in \_\_\_\_\_, Burlington, Vermont to University at \_\_\_\_\_, and any insurance associated with shipping the Research Equipment. The Research Equipment will be considered transferred to University upon pick-up by the transportation Vendor.
4. **Reimbursement for Costs.** University will reimburse UVM for direct and indirect costs it incurs in connection with the above, within thirty days of invoice by UVM.
5. **Indemnification.** University shall indemnify, defend, protect and hold harmless UVM and its officers, employees, volunteers and agents, from and against any and all liability, losses, claims, damages, expenses, demands and costs (including but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of (I) a breach of University's obligations under this Agreement or (ii) an act or omission of University under this Agreement, except (A) where caused by the sole negligence or willful misconduct of UVM, (B) as otherwise provided or limited by law. Obligations under this indemnification provision shall survive the termination of this Agreement.
6. **Correspondence.** All correspondence and notifications regarding this Agreement shall be addressed to the officers listed below:

University of Vermont and State Agricultural College

\_\_\_\_\_  
University Contact Person

With a copy to:

University of Vermont and State Agricultural College  
Office of the General Counsel  
357 Waterman, 85 So. Prospect St.  
Burlington, VT 05405  
General.counsel@uvm.edu

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7. **Insurance; Liability.** Each Party warrants that it carries adequate liability insurance for its officers, employees, and agents in connection with this Agreement. Each Party assumes all risks of

personal injury and property damage attributable to the acts or omissions of that Party and its officers, employees, and agents.

8. **Governing Law.** This Agreement is governed and construed in accordance with the laws of the State of Vermont, excluding conflicts of law rules.
9. **Assignment.** No Party may assign this Agreement voluntarily, by operation of law, or through change of control.
10. **Amendment.** The Agreement may only be amended if both parties agree in a signed writing.
11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between University and UVM relating to its subject matter.

**IN WITNESS WHEREOF**, the parties have caused these presents to be executed by themselves or by their respective officer or representative thereunto duly authorized, the day and year first above written.

**UNIVERSITY OF VERMONT AND STATE AGRICULTURAL COLLEGE**

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By:

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By: