

DONATION AGREEMENT

This Donation Agreement (this “Agreement”) is entered into as of _____, 2017 and sets forth agreements among the City of Lee’s Summit Missouri (hereinafter referred to as the “City”) and the Lee’s Summit R-7 School District (hereafter referred to as the “School District”).

WHEREAS, the City has in its possession a small robot that is no longer serviceable or of value to the City and has been retired from use; and

WHEREAS, the School District hosts a Robotics Center that provides educational opportunities for students to learn robotics and compete on robotics teams; and

WHEREAS, the City desires to make a donation to the School District of the small robot for use in the School District’s robotics program; and

WHEREAS, the School District desires to accept the donation and the assignment of the small robot;

NOW, THEREFORE, in consideration of the foregoing and mutual promises contained herein, the parties agree as follows:

Section 1. Donation.

Within thirty (30) days of the consummation of the Agreement the City will assign and transfer the Allen Vanguard MK2 ROV robot serial number 034-248 (hereinafter referred to as “robot”) to the School District and the School District will accept the transfer of the robot.

Section 2. Use of Donations.

- 2.1. The School District agrees that the robot shall be used only for the agreed purpose of providing educational opportunities for students in the field of robotics.
- 2.2. The School District agrees and understands that the robot may not be transferred, sold, given, or assigned to another person, organization, or other entity.
- 2.3. The School District shall be responsible for the correct storage, disposal and use of the robot in accordance with the applicable manufacturers’ instructions and guidelines.

Section 3. No Warranty, Covenant, or Representation.

The School District understands and agrees that the robot shall be received in an “as is” condition and the City **makes no warranty, covenant or representation**, expressed or implied, regarding the robot, including without limitation, the design or condition or fitness for any particular purpose.

Section 4. Waiver of Liability.

The City shall not be liable for any direct or consequential damages or losses suffered or incurred by the School District as a result of the use of the robot.

Section 5. Sovereign Immunity. Both parties agree that nothing herein shall be construed as a waiver of either party's sovereign immunity as provided for in the Revised Statutes of the State of Missouri.

Section 6. Severability.

If any provision of this Agreement is held unenforceable by a court of competent jurisdiction, such holding shall not affect the remaining provisions of this Agreement, which shall remain in full force and effect.

Section 7. Compliance with Laws.

During the performance of its obligations under this Agreement, the School District agrees to conduct its activities hereunder in strict compliance with all applicable federal, state, and local laws.

Section 8. Governing Law.

This Agreement is governed by and constructed in accordance with the laws of the state of Missouri.

Section 9. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereto and supersedes all offers, negotiations, discussions, and other agreements that occurred prior to the date of the execution of this written Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

City of Lee's Summit, Missouri

Randall L. Rhoads

Mayor

Date

ATTEST:

Office of the City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

Lee's Summit R-7 School District

By: Dr. Dennis Carpenter

Title: Superintendent

Date