



The Albany Area Chamber of Commerce is (“Chamber”) is delighted to be able to support your organization by donating personal protective equipment, hand sanitizer and providing access to work force safety training. By accepting this donation, you agree that it will be used to combat the ongoing global COVID-19 spread by providing products for the Albany Area’s business community use and public health, which is a purpose the Chamber wholeheartedly supports. There is no compensation, consideration, or other action or forbearance required, requested, or expected as part of this donation, except as described in this Donation Agreement. The Chamber and Recipient agree that the Chamber’s donation constitutes good and valuable consideration.

**Use of the donated items.** By accepting this donation, you confirm that you will use the donated items consistent with the product/service labeling and limitations. You agree that you will not make any representation or warranty of any kind regarding the donated items.

**General Disclaimer.** You acknowledge and agree that the situation around COVID-19 is highly dynamic, evolving rapidly, subject to significant uncertainty, a lack of reliable information and other events beyond the Chamber’s control. Further, you acknowledge and agree that the donated items are being donated on an expedited basis. The Chamber cannot give medical, regulatory, public health, legal, or other advice. You are solely responsible for your decisions (including policy decisions) regarding use of the donated items and compliance with all applicable laws, rules, and regulations.

**You agree that the donated items are provided by the Chamber to you "as is, where is," and that the Chamber disclaims any express or implied warranties in connection with the donated items or information/training provided through this program; including, without limitation, any warranties of merchantability, compliance with laws, or fitness for purpose, nor does the Chamber represent that the protective items are suitable for use in any capacity.**

**Recipients Compliance with Anti-Bribery & Anti-Corruption Laws.** In using this donation for its intended purpose of public good, Recipient will fully comply with all applicable governmental, legal, regulatory and professional requirements, including but not limited to anti-corruption and anti-bribery laws. Recipient will not and will ensure that any person or entity acting on its behalf will neither (i) offer to pay, pay, promise to pay, or authorize the payment of money or anything of value nor (ii) give or offer any “facilitating” or “grease” payments (i.e. payments given or offered in order to expedite or secure the performance of a routine government action) whether or not those payments may be considered lawful under the applicable anti-bribery laws to any (a) officer, employee or any person acting in an official capacity for or on behalf of a government or an entity owned or controlled by a government, or of a public international organization; (b) political party or their officials; or (c) candidate for a political office (each, a “Public Official”) in order to influence any act or decision of the Public Official in his or her official capacity or to secure any other improper advantage in order to obtain or retain business or obtain any other business advantage.

**PREP Act.** To the extent the Public Readiness and Emergency Preparedness Act (the “PREP Act”) may be applicable, these items are being donated as covered countermeasures to the COVID-19 epidemic pursuant to the U.S. Department of Health and Human Services’ February 4, 2020

Declaration pursuant to the PREP Act, and are to be used as authorized by the agency and/or business to which they ultimately may be provided.

**Exclusion of Liability.** To the maximum extent allowable under applicable law, the Chamber and Recipient agree that the Chamber will have no responsibility or liability whatsoever for any claim or cost (whether by Recipient or any third party) arising from, or in any way related to, any donated items or information/training provided, including (without limitation) any claim or cost arising from, or in any way related to, any actual or alleged defect, whether known or unknown, in donated items, or any other known or unknown risks, issues, defects, or problems related to donated items and training.

**Indemnification.** Recipient agrees to indemnify, defend and hold harmless the Chamber, its affiliates and subsidiaries and their respective agents, officers, directors and employees against any damages, third party claims and reasonable costs of defense that arise from, or in any way relate to, any donated items (or any other products into which donated items might be integrated) or information/training, including (without limitation) claims related to any actual or alleged defect (or other failure) in any donated items, any actual or alleged claims brought by third parties (including, without limitation, governmental entities, regulatory authorities, or personal injury claimants), and any claims related to any federal, state, or local laws or regulations governing the manufacture, production, distribution, donation, and/or use of donated items. Recipient agrees to indemnify the Chamber regardless of whether any liabilities or claims are caused by the negligence or gross negligence of the Chamber or the Chamber's agents or employees.

**Governing Law and Venue.** This Donation Agreement is governed by and interpreted in accordance with the laws of the state of Georgia without regard to principles of conflicts of laws. Venue for all disputes under this Donation Agreement will be in Dougherty County, Georgia.

**Corporate Authority.** Recipient's authorized representative's signature at the bottom of this Donation Agreement indicates Recipient's acknowledgement and agreement to the terms and conditions contained herein. By signing below, Recipient acknowledges that it is authorized as a matter of law to accept the donated items without any expectation of compensation.