DONATION AGREEMENT Naloxone/Narcan Kits

THIS DONATION AGREEMENT ("Agreement") is entered into by and between Weber County Sheriff's Office (the "Donee"), and the University of Utah, a body corporate and politic of the State of Utah, on behalf of its Department of Pediatrics ("Donor") as of the _____ day of _____, 2021. Donor and Donee are sometimes referred to collectively as the "Parties."

RECITALS

A. Donor desires to provide Donee an initial donation of <u>500</u> Naloxone or Narcan kits (the "Initial Donation"), which were purchased by Donor with grant funds, for distribution by Donee's employees/volunteers to (i) individuals who are at risk of overdosing on an opioid, or (ii) community members who may witness an individual overdosing on an opioid (the "Intended Recipients"). The Parties anticipate that Donor may subsequently donate additional Naloxone or Narcan kits to Donee in order to replace those Naloxone or Narcan kits that are distributed to the public (the "Subsequent Donations"). The Initial Donations and the Subsequent Donations are referred to as the "Donation."

B. Donee desires to accept the Donation. Donee has determined that the Donation is in accordance with applicable law and is not subject to any conditions other than those specified in this Agreement.

AGREEMENT

In consideration of the foregoing recitals and the following mutual promises and consideration, the parties agree as follows:

SECTION 1. Obligations of Donor.

A. Donor shall provide the Initial Donation to Donee on or before the _____ day of _____, 2021. The Parties anticipate that Donor may, at a later time, provide Subsequent Donations.

SECTION 2. Obligations of Donee.

A. Donee shall accept the Donation and agrees to comply with the terms of this Agreement and with the Community Based Organization Distribution Protocol (the "Protocol"), which has been previously accepted by Donee.

B. Donee shall own and keep the Donation and use it solely for the benefit of the Intended Recipients. Donee shall not use the Donation for any other purpose, including without limitation community outreach or other education opportunities, or transfer or convey the Donation to any person other than the Intended Recipients, without Donor's consent.

C. Donee waives any requirement that Donor bear the costs of necessary permits, approvals, project management, design, installation, and manufacture of the Donation.

SECTION 3. Data Collection and Reporting.

A. Donee shall collect and report to Donor the data required by the Protocol, including without limitation data regarding the number of Utah Naloxone kits distributed by Donee and all reported reversals (the "Data"). Donee shall report the Data to Donor quarterly. Donee shall not disclose the Data to any person other than Donor or use the Data for any purpose other than the reporting requirements under this Agreement and the Protocol, without Donor's prior written consent. B. Donee acknowledges Donor's obligation to report the Data and other information to the Utah Division of Substance Abuse and Mental Health and other governing authorities. To ensure the integrity of Donor's data reporting and avoid duplication, Donee shall refrain from reporting the Data or other information to such governing authorities, except as approved in advance by Donor.

SECTION 4. Captions.

The captions in this Agreement are for convenience and reference only and in no way define, limit, describe or enhance the scope or intent of this Agreement nor in any way affect this Agreement.

SECTION 5. Amendments.

This Agreement may be amended, but only with the written consent of both parties.

SECTION 6. Entire Agreement.

This Agreement, and any attached and incorporated exhibit, constitutes the entire agreement between the Parties relating to the subject matter of this Agreement.

SECTION 7. Governing Law.

This Agreement shall be construed in accordance with, and governed by the substantive laws of, the State of Utah, without reference to principles governing choice or conflicts of laws.

SECTION 8. Severability.

If any provisions or portions thereof of this Agreement shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement or the application of such provisions or portions thereof shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by the law, so long as the intent of the parties can be maintained.

SECTION 9. Assignment and Delegations.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, agents, heirs and assigns.

SECTION 10. No Third Party Beneficiaries

This Agreement is intended for the sole benefit of the Parties, and there are no third party beneficiaries to this Agreement.

SECTION 11. Governmental Immunity:

Each party agrees to be responsible for its own negligent acts or omissions, and those of its officer, employees, agents, or students to the full extent required by law. The Donor is a governmental entity as that term is defined in the Governmental Immunity Act, U.C.A. 1953, Section 63G-7-1 et seq., and is bound thereby. Nothing in this Agreement shall be construed as a waiver by Donor of any protections, rights, or defenses applicable to the Donor under the Act, including without limitation, the provisions of Section 63G-7604 regarding limitation of judgments. It is not the intent of either Party to incur by contract any liability for the operations, acts, or omissions of the other Party or any third party and nothing in the Agreement shall be so interpreted or construed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year first written above.

DONEE

_____

By: _____

Title: _____

DONOR
UNIVERSITY OF UTAH

By: _____

Name: Michael Good, M.D.
 Title: CEO University of Utah Health
　　　　Dean, University of Utah School of Medicine
　　　　SVP, University of Utah Health Sciences