

**ERIE COUNTY TECHNICAL SCHOOL
PROPOSED AGENDA ITEM**

DATE: April 15, 2008

SUBJECT: Lord Corporation Donation

INITIATED BY: John Hansen

DESCRIPTION: The Lord Corporation has donated 6 servers and cat5 cable to the Networking Technologies Program. There is no cost associated with the donation.

RECOMMENDATION: Motion to approve the donation of 6 servers and cat5 cable from The Lord Corporation for use by the students in the Networking Program at ECTS, as listed.

<u>Type</u>	<u>Description</u>	<u>Serial Number</u>
Server	Dell 6650	Serial Number/Service Tag: 9FFF541
Server	Dell 6650	Serial Number/Service Tag: HQXJR11
Server	Dell 6650	Serial Number/Service Tag: JQXJR11
Server	Dell 6650	Serial Number/Service Tag: 64C5S11
Server	Dell 6650	Serial Number/Service Tag: 54C5S11
Server	Dell 6650	Serial Number/Service Tag: 34C5S11

Misc cat5 cables

EQUIPMENT DONATION AGREEMENT

This Equipment Donation Agreement (the "Agreement"), is made effective this 7th day of April, 2008, between Lord Corporation, a Pennsylvania corporation having its principal place of business at 111 Lord Drive, Cary, North Carolina 27511 ("LORD"), and Erie County Vo-Tech, with an office at 8500 Oliver Road, Erie, Pennsylvania 16509 ("Recipient").

WHEREAS, LORD is the owner of certain equipment set forth on the attached Exhibit A (the "Equipment"); and

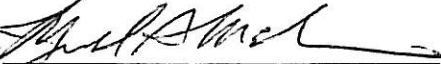
WHEREAS, subject to the terms and conditions of this Agreement, LORD desires to donate the Equipment to Recipient, and Recipient desires to accept the Equipment from LORD.

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

1. LORD hereby assigns all rights, title and interest it has in the Equipment to Recipient free of charge.
2. Recipient hereby agrees to accept and take delivery of the Equipment "AS IS". LORD DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE EQUIPMENT AND HEREBY DISCLAIMS ANY ALL WARRANTIES REGARDING THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
3. Recipient hereby releases LORD and agrees to hold LORD harmless from, and to defend and indemnify LORD against, any and all liability or claims resulting from the transfer, use or disposal of the Equipment by Recipient or any third party acquiring the Equipment from Recipient.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed.

LORD CORPORATION

By: 

Print Name: Mike McLanahan

Title: Manager, Systems Support

Erie County Vo-Tech

By: 

Print Name: Phyllis Zimmermann

Title: Networking Technologies Instructor

EXHIBIT A

Description of Equipment

<u>Type</u>	<u>Description</u>	<u>Serial Number</u>
Server	Dell 6650	Serial Number/Service Tag: 9FFF541
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