



South-Eastern Finland  
University of Applied Sciences

## EQUIPMENT TRANSFER AGREEMENT

### 1 Contracting parties

South-Eastern Finland University of Applied Sciences Ltd.  
Business Identity Code: 2472908-2  
Registered office: Kouvola  
Address: PL 68, 50101 Mikkeli

Later referred as: "Donating Party"

Narva Linna Arenduse ja Õkonoomika Amet  
Business Identity Code: 75029524  
Registered office: Narva, Estonia  
Address: Peetri Square 3-5, 20308 Narva, Estonia

Later referred as: "Receiving Party"

And together referred as "Parties"

### 2 Scope of the agreement

- 2.1 The Donating Party has performed research and development project called "Small port every 30 miles apart – Development of services for lively water tourism in the Eastern Gulf of Finland" (later project will be referred as 30MILES-project). The project has been funded by European Union through Interreg Central Baltic Programme .
- 2.2 Part of the funding of this project is allocated to pursuing defibrillators, which will be located in certain ports, which participate in the 30MILES –project.
- 2.3 The donated equipment consist of two primary parts: defibrillator and a locker, in which the defibrillator will be stored. In addition there are minor accessories for the equipment.
- 2.4 With this agreement, the Parties agree on terms in which the Receiving Party must preserve the donated equipment.



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### **3 Responsibilities and Obligations**

- 3.1 The Donating Party has an obligation to transport the equipment to the port. The Receiving Party has an obligation to be present at the time and to install the locker on the wall while the Donating Party is still present.
- 3.2 The Receiving Party is responsible for keeping the defibrillator available during sailing season in that port where it was donated. In this case the defibrillator is donated to the Narva port in Narva, Estonia.
- 3.3 The Receiving Party is responsible for keeping the defibrillator in a warm place and storing it according to the instruction given in the device user manual. The place must also be safe and appropriate for use.
- 3.4 There are logo stickers marking that the equipment has been funded and donated by European Union and South-Eastern Finland University of Applied Sciences (Xamk). The Receiving party has an obligation to ensure that the logos remain both in the defibrillator and in the locker for a period of five (5) years. There logos to remain are as follows: a) The flag of the EU together with the textual reference 'European Union', b) Textual reference 'European Regional Development Fund', c) The logo of the Central Baltic Programme 2014-2020, d) The logo of South-Eastern Finland University of Applied Sciences – Xamk.
- 3.5 The Receiving Party has a liability to maintain the defibrillator and the locker such way, that the defibrillator is in working order if an emergency occurs.
- 3.5.1 The defibrillator is assumed to be maintenance-free for a period of five (5) years if it is not used during that time. However, the defibrillator should be maintained after each use.
- 3.6 The Donating Party has no liability for the maintenance or any of the cost resulting from maintenance.
- 3.7 In case of robbery, the Receiving Party has a liability to inform the authorities about the incident and file a police report. There must be a liable documentation concerning the robbery, and that documentation must be available in case of audit by the Project Funding Authorities. During 30MILES-project period also Donating Party shall be informed about the incident.
- 3.8 The Donating Party has no liability of the use of the defibrillator or any possible damage related to the use of the defibrillator in any circumstances, regardless of the nature of the damage.
- 3.9 In case there will be damage to the equipment caused by serious or intentional negligence by the Receiving Party, the Receiving Party has an obligation to repair or replace the equipment to such condition as it was when donated.

### **4 Other terms**

- 4.1 After period of five (5) years the equipment will remain at the port where it was initially donated. The Receiving Party has a full ownership of the equipment and is entitled to make any decisions related to the equipment regardless of the Donating Party.
- 4.2 The equipment will not be returned to the Donating Party at any circumstances after period of five years.

### **5 Distribution**



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This agreement has been drawn up in two identical counterparts, one for each party.

## 6 Signatures

South-Eastern Finland University of Applied Sciences Ltd.

Place

Time / 2017

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Kalevi Niemi  
Development director

Narva Linna Arenduse ja Ökoonoomika Amet

Place:

Time: / 2017

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