



Ford Automotive Career Exploration (ACE) Program

FORD TRAINING EQUIPMENT DONATION AGREEMENT

This EQUIPMENT Donation Agreement ("Agreement"), entered into this 04/16/2024, is by and between Ford Motor Company ("FORD"), whose address is 1555 Fairlane Drive, Allen Park, Michigan 48101, and Mid-America Technology Center ("SCHOOL") whose address is 27438 OK-59, Wayne OK 73095

RECITALS

- A. FORD is willing to donate to SCHOOL certain EQUIPMENT as defined below, in support of SCHOOL's automotive training in the FORD Automotive Career Exploration (ACE) Program.
- B. SCHOOL is willing to receive the EQUIPMENT and use it for the purpose and in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, for the good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

TERMS & CONDITIONS

- 1. "EQUIPMENT" shall mean complete vehicles, production sub-assemblies of vehicles (for example, but not specifically engines, transmissions, etc.), or other production items to support an automotive training program (for example, but not specifically VCMs, tools specific to FORD vehicles, etc.) as identified below:

Part Number/VIN	Description	Quantity
5LM5J6XC6PGL25672	2023 Lincoln Aviator	1

- 2. Donation.

- (a) FORD hereby donates the EQUIPMENT specified above to SCHOOL, to be held and used by SCHOOL or its designees in accordance with the terms and conditions of this Agreement:

Form 4650 – Rev: January 2019

(b) All intellectual property including any trademarks and tradenames owned by FORD, including but not limited to intellectual property, trademarks and tradenames incorporated in or on the EQUIPMENT ("INTELLECTUAL PROPERTY") are, and will remain the exclusive property of FORD. SCHOOL shall not take any action that jeopardizes the INTELLECTUAL PROPERTY, and shall acquire no licenses or any other rights in the INTELLECTUAL PROPERTY. SCHOOL acknowledges and agrees that nothing in this Agreement shall be construed to be an assignment of any rights in any of Ford INTELLECTUAL PROPERTY, and that it will not assign, sublicense, transfer, or otherwise convey its rights or obligations under this Agreement.

(c) **ALL EQUIPMENT IS USED. SCHOOL AGREES THAT THE EQUIPMENT IS BEING DONATED IN "AS IS" CONDITION AND FORD DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.**

3. Location; Risk of Loss. Upon execution of this Agreement and upon delivery of the EQUIPMENT to SCHOOL, the EQUIPMENT shall become the property of SCHOOL, and SCHOOL shall bear the risk of loss of and damage to the EQUIPMENT and/or any personal injury (including death) or property damage caused by SCHOOL's use of the Training EQUIPMENT, in each case including loss or damage that occurs despite SCHOOL's or FORD's exercise of reasonable care.
4. FORD expressly disclaims, and SCHOOL expressly releases FORD from any and all liability associated with the EQUIPMENT.
5. Taxes, Fees and Other Permits. SCHOOL shall pay all occupational taxes and governmental charges imposed in connection with the use and operation of the EQUIPMENT.
6. Delivery. FORD shall be responsible for delivery of the EQUIPMENT to SCHOOL [OR SCHOOL] shall pick up the EQUIPMENT at NA. FORD shall not be responsible for any delay in delivery or availability of the EQUIPMENT.
7. Use of EQUIPMENT.
 - (a) SCHOOL may utilize the EQUIPMENT only for training programs. When the EQUIPMENT is no longer useful for training, SCHOOL shall properly dispose of the EQUIPMENT in such a manner as to ensure that the EQUIPMENT or any of its/their components can no longer be used or sold or have any value other than as scrap. The EQUIPMENT will be disposed of at SCHOOL's expense, including transportation to any scrap yard and any other associated fees. SCHOOL is entitled to collect and keep any funds received for the scrap value of the EQUIPMENT.
 - (b) The EQUIPMENT may not be installed or used on vehicles operated on public roads. SCHOOL shall not use or operate the EQUIPMENT in violation of any federal, state, local, or provincial law, rule, regulation or ordinance. The EQUIPMENT shall be operated at all times in a safe, careful and lawful manner and by legally qualified operators. Under no circumstances shall any such operators be presumed to be the agent, servant or employee of FORD, nor shall any of them be deemed to be under FORD's exclusive direction and control.
 - (c) In no event shall SCHOOL make the EQUIPMENT available to motor vehicle manufacturers or their agents, or motor vehicle suppliers or their agents, other than (i) SCHOOL's own authorized designees, or (ii) FORD and its designated agents.

- (d) UPON COMPLETION OF USE OF THE EQUIPMENT FOR THE FOREGOING PURPOSES, SCHOOL SHALL PROMPTLY SCRAP THE EQUIPMENT (FULL CRUSH). SCHOOL WILL NOT RE-USE, DONATE, SELL OR OTHERWISE DISPOSE OF THE EQUIPMENT OR ANY COMPONENTS FROM EQUIPMENT WITHOUT FORD'S PRIOR WRITTEN CONSENT, WHICH FORD MAY WITHHOLD IN ITS SOLE DISCRETION.
8. Confidentiality and Publicity. Except as required by law, SCHOOL shall not disclose or publicize to any third party: (i) any description of the EQUIPMENT, technical specifications or other information about the EQUIPMENT, (ii) the nature or terms of this Agreement, or (iii) the results of any testing, inspection or evaluation by SCHOOL without FORD's prior written consent. SCHOOL shall take the necessary steps to familiarize all appropriate employees and students of its obligations under this paragraph.
9. Force Majeure/Limitation of Liability.
- (a) FORD shall not be liable for any failure in performing any provision hereof due to fire or other casualty, labor difficulty, governmental restriction or any cause beyond FORD's control.
- (b) **IN NO EVENT SHALL FORD BE LIABLE FOR ANY DAMAGE TO THE EQUIPMENT AND/OR ANY PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE CAUSED BY SCHOOL'S USE OF THE TRAINING EQUIPMENT, OR FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO ANY THEFT, DAMAGE, LOSS, DELAY OR FAILURE OF DELIVERY OR DEFECT OR FAILURE OF THE TRAINING EQUIPMENT OR THE TIME CONSUMED IN RECOVERING, REPAIRING, SERVICING OR REPLACING THE SAME.**
10. Dispute Resolution. If either party initiates litigation on contractual causes arising from this Agreement, the other party shall have the right to initiate mediation with the Model Procedure for Mediation of Business Disputes of the Center for Public Resources ("CPR"). Each party will bear equally the costs of the mediation.
- (a) The parties will jointly appoint a mutually acceptable mediator, seeking assistance in such regard from CPR if they have been unable to agree upon such appointment within twenty (20) calendar days.
- (b) The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days.
- (c) If the mediation is not successful, either party may initiate litigation. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan, without regard to its conflicts of laws provisions.
11. Miscellaneous.
- (a) This Agreement constitutes the entire agreement between the parties and may only be amended, modified or supplemented by a written amendment executed by FORD and SCHOOL. In no event shall any course of dealing, custom or usage of trade modify, alter or supplement any of the terms or provisions contained herein.

- (b) Failure by FORD to enforce any term, provision or condition hereof, or to exercise any of its rights hereunder, shall not be construed as thereafter waiving any such terms, provisions, conditions or rights.
- (c) All notices specified or permitted herein shall be in writing, shall be given by postpaid U.S. mail, and shall be deemed given when mailed in a post box regularly maintained by the U.S. Postal Service sent to the address of the party listed above.
- (d) Electronic Signature. A faxed signature or other electronically transmitted signature (i.e. via a .pdf file) on this Agreement will have the same legal force and effect as though it were the original of such signature

By its signature below, SCHOOL represents that such person is the duly authorized representative of SCHOOL and SCHOOL hereby accepts and acknowledges receipt of the EQUIPMENT listed above and has read, understands, and is in agreement with the terms and conditions of this Agreement.

Signature Page Follows