

**GENERAL RELEASE AND LIABILITY AGREEMENT
FOR THE DONATION OF SURPLUS COMPUTER EQUIPMENT
MARSHALL UNIVERSITY**

This General Release and Liability Agreement ("Agreement") is made and entered into as of the date indicated below, by and between _____ and **Marshall University (Marshall)**, its agents and assigns.

WHEREAS, _____ ("Agency") is an education facilities, nonprofit organizations, juvenile detention centers, municipal and county public safety offices and other public, charitable or educational enterprises or organizations in the state of West Virginia.

WHEREAS, on _____, _____ ("Agency") releases Marshall of any liability and adheres to the guidelines of the Marshall University Board of Governors Policy IT-4 Program for the Distribution of Surplus Computers and FA-5 Disposition of Surplus Property.

WHEREAS, Marshall has confirmed the computer equipment or electronic equipment listed in this agreement has been properly purged of all data contents in a method that adheres to Department of Defense cleaning and sanitizing standards.

WHEREAS, computer equipment or electronic equipment with printed circuit boards contains heavy metals, environmental toxins, and other hazardous materials. The _____ ("Agency") agrees to the proper disposal of this equipment is essential to avoid liability and to be an environmentally responsible citizen.

Dated this ____ day of _____, _____

Agency

Marshall University

