

DONATION AGREEMENT

This Donation Agreement (this “Agreement”) is made on April 15, 2018 (the “Effective Date”) between Corporation, a Delaware corporation with an office and place of business located at 7310 West Morris Street, Indianapolis, IN 46231 (the “Donator”), and Central Nine Career Center, a corporation organized and existing under the laws of the State of Indiana, with its office and place of business at *1999 US Hwy 31 South, Greenwood, IN 46143* (the “Recipient”). The Donator and Recipient are sometimes collectively referred to herein as the “Parties” or individually as a “Party.”

WHEREAS, Donator has agreed to make an in-kind contribution of the Carrier HVAC Equipment identified on Exhibit A attached hereto in the fair market value amount of *Thirteen thousand and eight hundred and eighty-one dollars (\$13,881.00)* to the Recipient.

NOW THEREFORE, in view of the foregoing premises and in consideration of the mutual covenants and agreements herein, the parties agree as follows:

1. Donation

1.1 Subject to the terms of this Agreement, the Donator shall donate in-kind Carrier HVAC Equipment with a value of *Thirteen thousand and eight hundred and eighty-one dollars (\$13,881.00)* to the Recipient for support of the HVAC Program at Central Nine Career Center (the “Program”).

2. Use of Donation

2.1 The Recipient unconditionally agrees to use the Donation solely for the educational purposes of the Program.

3. Covenants

3.1 The Recipient shall comply at all times with applicable law, including laws prohibiting conflicts of interests and corruption in the private or public sectors, including without limitation as described in the following subsections:

(a) **Business Ethics & Compliance.** None of the payments made by the Donator hereunder, nor any money, gratuity, or other thing of value, has been offered, given, paid, or promised by the Recipient, its agents, employees, or consultants, directly or indirectly, to:

- 1) The Donator or any of its divisions, subsidiaries, or affiliates, or any directors, officers, employees, or agents thereof;
 - 2) Any person, firm, or corporation, whether at the direction of, or by arrangement with, the Donator or its directors, officers, employees, or agents;
 - 3) Any political party or official thereof, any candidate for political office, or any officer, employee, agent, or consultant of any government or government agency or instrumentality for the purpose of:
 - (i) influencing any act or decision of such party, official thereof, candidate, officer, employee, or agent in its official capacity, or for inducing such party, official thereof, candidate, officer, employee, or agent to do, or omit to do, any act in violation of its lawful duties; or
 - (ii) inducing any such party, official thereof, candidate, officer, employee, or agent to use its influence with a government or government agency or instrumentality to affect or influence any act or decision of such government or government agency or instrumentality, in order to assist the Donator in obtaining or retaining business for or with, or directing business to, any person, firm, or corporation.
- (b) In no event shall the Donation be used to: (i) induce or otherwise encourage the use of the Donator's or its affiliate's products; (ii) secure preferential treatment from government officials with respect to any official action within their control or influence or to facilitate improper influence over government decision-making; or (iii) grant Donator influence over the execution of the Program.
- (c) The Recipient shall avoid and refrain from all activities on behalf of the Donator that could be interpreted as creating conflicts of interest or the appearance of a conflict for the Donator or the Recipient.
- (d) The Recipient is familiar with and shall continue to be familiar with all conflicts of interest laws and regulations applicable to it and to the Donator, and shall provide such written certifications under such laws and regulations as the Donator may reasonably request. The Recipient agrees to promptly notify the Donator if the Recipient at any time has information or reason to believe that the execution of the Program or the performance of its obligations under this Agreement would violate any such laws or regulations or would create such a conflict of interest, or the appearance of such a conflict.
- (e) **Audit.** The Recipient agrees to provide, upon reasonable notice, the Donator or an authorized representative of the Donator with sufficient information to verify that the

Recipient is using the Donation for the purposes permitted by the Agreement, and verify the Recipient's compliance with the requirements of this Agreement and applicable law. The Donator shall have the right to confirm the use of the Donation to assure such proceeds are used strictly in accordance with terms permitted by this Agreement, and the Recipient shall, upon the Donator's reasonable request, provide the Donator with copies of the relevant documents in relation to the use of the Donation, including without limitation the contracts and records entered into or maintained in relation to the Donation.

4. No Control

4.1 The Parties acknowledge and agree that nothing in this Agreement shall give the Donator any rights to control the content of the Program, participants/invitees, speakers, settings or any other aspect of the Program or the organization of the Program.

5. No Endorsement

5.1 The Parties acknowledge that no activities performed in connection with this Agreement shall include, suggest or imply an endorsement by the Donator of the Recipient or any entity, organization, company or individual affiliated with the Recipient. The Recipient may not use the Donator's corporate name, trademarks, logos, photos, or any other depiction of, or references to, the Donator, its employees, products or services. The Recipient shall not use any of the foregoing without the Donator's prior written approval. The Recipient shall obtain the Donator's prior written consent before issuing any press release or public statement regarding this Agreement or the Donation to the Program with the exception of the approval of the Donation by the Recipient's Governing Board at a regularly-scheduled public meeting.

6. Compliance with Law; No Political Activity

6.1 Each Party shall comply with all laws applicable to its performance under this Agreement. The Parties agree that no Party shall conduct itself in any manner in connection with the Donation that may constitute participation or intervention in a political campaign or the endorsement or opposition of a candidate for public office.

6.2 **Document Retention.** The Recipient shall retain and preserve all books and records within the scope of the Donator's audit after final disbursement under this Agreement for the period of time required by law.

6.3 **General Cooperation.** The Recipient agrees to provide and execute such documents and instruments as are reasonably necessary to substantiate the Donator's execution of the Donation, or other documents or instruments required by law or for performance of this Agreement.

6.4 If the Recipient fails to comply with any of the provisions of this Section 6, such failure shall be deemed to be a material breach of this Agreement and, upon any such failure, the Donator shall have the right to terminate this Agreement with immediate effect upon written notice to the Recipient without the Donator having any financial liability or other liability of any nature whatsoever resulting from any such termination, and the Donator shall be entitled to recover the full amount of the Donation.

7. Confidentiality

7.1 Each Party agrees to hold in strict confidence, during and for three (3) years after the expiry of this Agreement, all information, material, and data that have been disclosed by one Party to another Party during the term of this Agreement and are marked "Confidential," including the terms of this Agreement. Each Party agrees that it will not use any such confidential information of the other Party for any purpose not directly associated with the former Party's obligations hereunder, without prior approval from the other Party; provided, however, that each Party may disclose such information without prior approval if required by law or court order.

8. Relationship of Parties

8.1 The Parties are not joint venturers, partners, agents, nor representatives of each other, and the Parties have no legal relationship other than as contracting parties to this Agreement. No Party shall have the right or authority to, nor shall any Party attempt to, enter into any contract, commitment or agreement or incur any debt or liability of any nature, in the name, or on behalf, of the other Party. The Parties acknowledge that this Agreement does not create an agent-principal relationship.

9. Assignment

9.1 No Party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other Party. Any attempt to assign this Agreement in contravention of this section shall be void and of no force and effect.

10. No Third Party Beneficiaries

10.1 This Agreement inures to the benefit of the Recipient and the Donator only, and no third party shall enjoy the benefits of the Agreement nor have any rights under it, except as expressly provided herein.

11. Force Majeure

11.1 None of the Parties shall be deemed to be in default of any provision of this Agreement,

or for failures in performance, resulting from acts or events beyond its reasonable control (a “Force Majeure Event”) for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but are not limited to: acts of God; civil or military authority; terrorism; civil disturbance; wars; strikes; fires; other catastrophes; labor disputes; or other events beyond either Party’s reasonable control.

12. Governing Law; Dispute Resolution

12.1 This Agreement shall be governed by the laws of the State of Connecticut excluding its conflict of laws principles. In respect of a dispute arising under this Agreement:

- (a) The Parties agree to attempt to settle any disputes arising under or in connection with this Agreement through consultation and negotiation in good faith and spirit of mutual cooperation.
- (b) Any dispute between the Parties relating to this Agreement will first be submitted in writing to a panel of three (3) senior executives of the Parties, who will promptly meet and confer in an effort to resolve such dispute. Each Party’s executive will be identified by notice to the other Party. To fulfill the expectation of good faith set forth in Section 12.1(a), it is anticipated that any agreed decision of the executives will address any dispute among the Parties. Should the executives of the Parties fail to resolve the dispute, then either party may seek resolution of the dispute in any court of competent jurisdiction in Indiana.

13. Effectiveness; Term

13.1 This Agreement shall become effective on the Effective Date. The term of this Agreement shall commence on the Effective Date and end upon delivery of the HVAC Equipment identified on Exhibit A, unless earlier terminated in accordance with the provisions hereof.

14. Representations and Warranties

14.1 The Recipient acknowledges, represents, and warrants as of the date of this Agreement and on a continuing basis that to the best of its knowledge:

- (a) No employee or customer of the Donator, nor any government or government official holds an ownership, financial, or other interest in the Recipient, or otherwise stands to personally benefit from the Recipient’s relationship with the Donator;
- (b) The Recipient holds all permits, licenses, and authorizations necessary to undertake the Donation in accordance with this Agreement;
- (c) This Agreement does not violate or contravene applicable law;

(d) The Recipient has read, understands, and agrees to comply with United Technologies Corporation's Supplier Code of Conduct, a copy of which can be found at http://www.utc.com/Suppliers/Documents/UTC_Supplier_COC.pdf;

(e) Donations pursuant to this Agreement will be used by the Recipient solely to undertake the Program in accordance with this Agreement;

(f) The Recipient has not offered, promised, made, or attempted to make any payment in contravention of this Agreement, including without limitation, Section 4 hereto;

(g) The Recipient agrees to promptly notify the Donator in writing if any of the foregoing representations and warranties are no longer valid or accurate in any manner.

14.2 The Donator will rely upon the foregoing representations and warranties in filing reports and tax returns in the United States and other countries.

15. Termination and Suspension

15.1 Effective upon thirty (30) days advance notice to the Recipient, the Donator may terminate this Agreement for its convenience.

15.2 Effective from the date of giving written notice to the Recipient, the Donator may unilaterally terminate this Agreement under the following circumstances:

(a) if, in the good faith opinion of the Donator, Recipient, or its directors, officers or employees becomes *persona non grata* in any jurisdiction in which the Program is to be carried out, or Recipient, or its directors, officers or employees are accused of any wrongdoing; or

(b) if the Donator has good faith reason to believe that the representations and warranties made by the Recipient are no longer valid; or

(c) if the Donator, in its sole discretion and acting on the advice of counsel, determines that any of the provisions of this Agreement, including the obligation to pay Donation hereunder, violates or contravenes any laws or regulations of either the United States or any other country; or

(d) if the Recipient fails to comply with its obligations under Section 3.1(e) of this Agreement; or

(e) if the Recipient breaches any provision of this Agreement; or

(f) if the Donator, in its sole discretion, determines that the Recipient's conduct or this Agreement violates or contravenes applicable law; or

(g) if the Recipient becomes insolvent, bankrupt, or enters receivership; or

(h) if the ownership, management, or operation of the Recipient changes in a manner which the Donator reasonably determines has either: (a) a material adverse effect on this Agreement; or (b) creates a conflict of interest for the Recipient or any Donator employee.

15.3 In the event the Donator terminates this Agreement for cause, it shall have no obligation to make further donations under Section 1 of this Agreement and the Recipient shall promptly return all Donation items.

16. Severability

16.1 In the event that any portion of this Agreement is determined to be invalid, illegal or unenforceable under any applicable law, such provision will be fully severable and the Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of the Agreement, and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or its severance from the Agreement.

17. Notice

17.1 Any notice hereunder shall be in writing and shall be effective: (i) when personally delivered or when transmitted via facsimile with receipt confirmed; or (ii) the next business day following deposit with a reputable courier service for overnight delivery. All notices shall be forwarded to each Party as follows:

If to the Donator:
Carrier Corporation
7310 West Morris Street
Indianapolis, IN 46231
Attention: Legal Department

If to the Recipient:

Please complete

Central Nine Career Center

1999 US Hwy 31 South

Greenwood, IN 46143

Attention: Nicole Otte

18. Entire Agreement

18.1 This Agreement supersedes any prior understandings or oral agreements between the Parties regarding the subject matter hereof and constitutes the entire understanding and agreement between the Parties with respect to the subject matter hereof.

19. Counterpart

19.1 This Agreement may be executed in counterparts, each of which shall be considered an original instrument. Each counterpart will be considered a valid and binding original. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) is considered an original.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be
duly executed as of the date first above written.

Carrier Corporation

Central Nine Career Center

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

Carrier HVAC Equipment – Exhibit A

		FACTORY COST
1 – 2 ton 92% furnace and air conditioner	59SC2C060S17--16	329.96
	24ABB324A0N3	348.54
	CNPVP2417ALA	110.02
	TSTWHA01	60.47
1 – 2 ton 95% furnace and heat pump	59SC5A060S17--14	350.81
	25HBC524A003	504.69
	CNPVP2417ALA	110.02
	TSTPRH01	60.66
1 - 2 ton 96.5% furnace and air conditioner	59TP6A060E17--14	441.48
	24ACC624A003	446.62
	CNPVP2417ALA	110.02
	TSTWRH01	80.37
1 - 2 ton Infinity furnace and Inverter AC	59MN7A060V17--14	550.66
	24VNA924B003	744.98
	CNPVP2417ALA	110.02
	SYSTXCCITC01-8	163.77
TOTAL		4523.09