

D. NCAF shall in no manner be liable for payments obligated by the NCVACS Recipient. NCVACS Recipient has certified availability of matching funds in the NCVACS-Equipment Application, Section III (Attachment C).

4. Limitation of Liability. Equipment purchased by the NCVACS Recipient with NCVACS-Equipment funds is the sole property of the NCVACS Recipient. NCAF shall in no manner be liable for any injuries or damage caused by or to the NCVACS Recipient or NCVACS Recipient's agents, servants and employees; and NCVACS Recipient agrees to indemnify and hold harmless NCAF, its agents and employees, from and against any and all such claims, damages, losses, and expenses, including reasonable attorneys' fees.

5. Integration Clause. This Agreement, including all Attachments to this Agreement, as amended from time to time in accordance with the terms of this Agreement, contain the entire agreement among the parties relative to the subject matters hereof.

6. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which when taken together shall constitute a single counterpart original. Executed signature pages to any counterpart instrument may be detached and affixed to a single counterpart, which single counterpart with multiple executed signature pages affixed thereto constitutes the original counterpart instrument. All of these counterpart pages shall be read as though one and they shall have the same force and effect as if all the parties had executed a single signature page.

7. Notices. Any notice, request or demand given under this Agreement shall be in writing and delivered personally, sent by facsimile (fax) transmission, email, or by certified or express mail, postage paid, and shall be deemed given when so delivered, addressed:

To NCVACS Recipient: *NAME:*
 BUSINESS NAME:
 ADDRESS:

 PHONE:
 EMAIL:

To NC Agricultural Foundation: **NC Agricultural Foundation, Inc.**
College of Agriculture and Life Sciences
NC State University, Box 7645
Raleigh, NC 27695
Attn: Kathy Kennel
Phone: 919-515-9259
Facsimile: 919-515-5274
Email: kathy_kennel@ncsu.edu

WITNESS WHEREOF, the undersigned have caused this Memorandum of Understanding to be effective the day and year first above written.

