

### **Acknowledgment and Receipt**

This Acknowledgment and Receipt is made by Abington Health Foundation (“**Abington**”) in grateful appreciation to the undersigned Donor (the “**Donor**”) for the donation of certain medical equipment, supplies, products, articles and/or other items identified below or in an attachment(s) hereto (“**Donated Item(s)**”):

1. The Donor has given or donated all of its right, title and interest in and to the Donated Item(s) to Abington without cost or restriction to support Abington’s charitable mission and in response to the COVID-19 pandemic.

2. Abington acknowledges that the Donor is not a manufacturer of the Donated Item(s), that the Donated Item(s) were made by other manufacturers, and that the Donor is transferring ownership of the Donated Item(s) in an “*AS IS, WHERE IS*” condition, with all faults and defects, without any representations or warranties (including, without limitation, those pertaining to merchantability or fitness for a particular purpose), other than with respect to its ownership. Abington has received, fully inspected and accepted the Donated Item(s) in such condition or has waived the opportunity to do so.

3. Abington is a tax-exempt entity within the meaning of Section 501(c)(3) of the Internal Revenue Code, and the Donor’s donation may be tax deductible to the extent permitted by applicable law. Determining the fair market value of noncash donations is the responsibility of the Donor. Upon request, Abington agrees to take further reasonable actions as may be appropriate to more fully memorialize the donation to help the Donor satisfy any tax substantiation obligations under Federal, state or local law related to the donation of the Donated Item(s). Abington’s Federal Tax Identification number is listed below.

4. Abington has provided no goods, services or provided any assurances with respect to current or future business with the Donor in consideration of Donor’s donation of the Donated Item(s). Any decision by Abington to procure any other products or services of the Donor or its affiliates, if applicable, will be made in compliance with all applicable Federal, state and local laws and regulations.

5. Abington releases Donor from and against any claims, liabilities or losses (collectively, “**Claims and Losses**”) attributable to the Donated Item(s) and agrees to defend, indemnify and hold the Donor and its representatives harmless from and against any Claims and Losses arising out of Abington’s use of the Donated Items(s) after the date hereof.

6. The Donor will work cooperatively through Abington's public relations representatives on any agreed upon press releases or other media communications regarding the donation of the Donated Item(s), if applicable.

DESCRIPTION OF THE DONATED ITEM(S): 2500 disposable medical masks

Donor Name (Printed): Sino-American Pharmaceutical Professionals Association-Greater Philadelphia

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_


Pickup/Drop-Off (circle one) Date: \_\_\_\_\_

Pickup/Drop-Off (circle one) Time: \_\_\_\_\_

ABINGTON HEALTH FOUNDATION:

DONOR:  
Sino-American Pharmaceutical  
Professionals Association-Greater  
Philadelphia

Tax ID Number: 23-2188052

By:   
Name: Jill Kyle  
Title: Senior Vice President  
Date: June 8, 2020

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_, 2020