

## MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING (“MOU”)**, dated as of the date of signature below, is entered into by and between the **RX ABUSE LEADERSHIP INITIATIVE (“RALI”)**, and \_\_\_\_\_ (**“RECIPIENT ORGANIZATION”**).

RALI has undertaken a multi-pronged approach to help address the opioid crisis in this nation. Removing unwanted drugs (including opioids) from circulation is one step RALI is taking to reduce improper access to them. The Deterra Drug Deactivation System (the “Kit”) appears to be a well-conceived, practical way to destroy them with a minimal level of technical expertise. So, as a public service, RALI is donating these Kits to public and private agencies and organizations, including RECIPIENT ORGANIZATION, for the purpose of distributing the Kits as appropriate to the general public.

For good and valuable consideration herein, RALI and RECIPIENT ORGANIZATION agree that this MOU shall be binding upon the parties hereto, that RALI will donate the kits to RECIPIENT ORGANIZATION in order that it will provide them to the general public according to the terms of this MOU. Further:

1. Donation by RALI. The manner, timing, location and quantity of RALI’s donation of Kits to RECIPIENT ORGANIZATION will be at the sole discretion of RALI. In addition, RALI’s donation of Kits is on an as-is basis and without warranty of any kind, express or implied, including any warranty of merchantability or fitness for any particular purpose. RALI expressly disclaims any and all representations and warranties, express or implied, in connection with the Kits.
2. Acceptance by RECIPIENT ORGANIZATION. RECIPIENT ORGANIZATION attests that it is authorized to accept RALI’s donation of the Kits in the quantity requested, and RECIPIENT ORGANIZATION’s acceptance of the Kits will not cause RALI to violate any federal, state or local laws or be disclosed as the source of a gift to a government entity.
3. Distribution by RECIPIENT ORGANIZATION. Although the timing and location of RECIPIENT ORGANIZATION’s distribution of kits to the general public will be at the sole discretion of RECIPIENT ORGANIZATION, the RECIPIENT ORGANIZATION will perform its distribution as follows:
  - A. Provide the Kits free of charge.
  - B. Make no alterations to the usage instructions provided by Deterra.
  - C. Include the following disclaimer in any notice or signage used in connection with the distribution of the Kits:

*As a public service, the Rx Abuse Leadership Institute is supporting the distribution of this Deterra Drug Activation System to promote the removal from circulation of unwanted drugs, including opioids. Please carefully follow the instructions supplied by Deterra, including filling the pouch half-way with water and disposing of it in your normal trash. Please do not return the used pouch. This item is not intended for sale or resale. The Rx Abuse Leadership Initiative is facilitating the supply of the Deterra Drug Activation System on an as-is basis and without warranty of any kind, express or implied, including any warranty of*

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*merchantability or fitness for any particular purpose. The Rx Abuse Leadership Initiative expressly disclaims any and all representations and warranties, express or implied, in connection with the Deterra Drug Activation System.*

- 4. **No Compensation.** Neither RALI nor RECIPIENT ORGANIZATION is entitled to any compensation from each other for any costs, expenses or liabilities incurred in connection with Kits; each shall bear its own costs, expenses and liabilities, if any.
- 5. **Governing Law.** This MOU shall be governed by and construed in accordance with the law of the District of Columbia, without regard to conflict of law principles. The venue of any court, judicial, or referee proceeding under this MOU shall be in the District of Columbia.

**IN WITNESS WHEREOF**, this MOU has been executed as of \_\_\_\_\_, 2019.

**RALI:**

**RECIPIENT ORGANIZATION:**

**RX ABUSE LEADERSHIP INITIATIVE**

**[NAME]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_