

Agreement for the gift of an Automated External Defibrillator (AED) from  
Group Medical Services (GMS) to  
School Division No. \_\_\_\_\_ (the "School Division")

Dated at Regina ., Saskatchewan this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

For good and valuable consideration, the receipt and sufficiency the parties hereby acknowledge, GMS and the School Division hereby agree as follows:

A. GMS hereby agrees to:

1. Provide the School Division with eight (8) AED unit(s) to be installed in locations mutually agreed to by GMS and the School Division.
2. Provide display signage for installation by the School Division on or near each defibrillator cabinet noting that the AED is donated by GMS.

B. The School Division agrees to:

1. The placement of the AED in the specific building designated and agreed to with GMS and to the placing of an adjacent sign respecting the donation and proper use of the AED unit.
2. In consultation with local Emergency Medical Services professionals, place the AED units in a highly visible and accessible location.
3. Not remove the AED to another location (except for maintenance or for use at designated School Division events / extra curricular activities) without the prior consent of GMS.
4. Incorporate appropriate Cardiopulmonary Resuscitation (CPR) and AED training as part of Professional Development programming for teachers on an on-going basis to ensure that there are individuals properly trained to use the AED at all times.
5. To incorporate appropriate CPR and AED training as part of the student curriculum on an on-going basis.
6. In consultation with local Emergency Medical Services professionals, implement appropriate policies and procedures for the safe and effective use and maintenance of the AED units.
7. In consultation with local Emergency Medical Services professionals, take appropriate care of the AED unit and take responsibility for its maintenance once the original warranty provisions offered by the manufacturer have expired or are exceeded.

8. Coordinate with local Emergency Medical Services to ensure that each AED is compatible with the local responder network.
9. Not sell, transfer or otherwise dispose of any AED unit without the prior written consent of GMS.
10. Fully participate in any Public Access Defibrillation program established by the Regional Health Authority (or other public health entity) in jurisdiction of the School Division.
11. Keep all information regarding this Agreement and the donation of GMS confidential from the media, students, teachers and the general public until such time as GMS has made a formal announcement and has authorized the School Division to release information about this Agreement and the donation.

C. The parties further agree as follows:

1. The AED units shall become the property of the School Division.
2. All maintenance and other costs associated with any AED unit shall be the sole responsibility of the School Division.
3. The School Division hereby forever agrees to release, indemnify and hold harmless GMS and its officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, costs, damages (of any kind), claims or expenses (including reasonable lawyer fees) arising out of or relating to any claims, actions or suits, whatever their nature and however arising, which may be brought or made against any Indemnified Party by reason or arising from any allegation that any use, misuse, malfunction, operation or failure of any AED device caused or contributed to the death or personal injury of any person.

This Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective successors, administrators and assigns.

Signed, Sealed and Delivered

Per: School Division No. Group Medical Services  
Per: Shirley Raab, FCA

(I have the authority to bind the School Division)

President & CEO