



Equipment Loan Agreement

Date:

Lender:

Address:

Phone Number: E-mail:

The purpose of this letter is to formalize our understandings regarding your intention to loan certain equipment to the University, and to set forth our mutual understandings regarding the care, custody and disposition of such equipment.

The Lender identified above certifies and warrants that it has free and clear title to such equipment, and that it intends to transfer custody only, and to retain ownership and title to equipment during the Loan Period. The Equipment that is covered by this Agreement ("Loaned Equipment") shall be identified on Exhibit A.

1. Terms and Conditions of Loan:

- A. The Lender will loan the equipment to the University on the terms and conditions of this agreement.
- B. The equipment loan period shall be from:

Start Date: End Date:

- C. The loan period may be extended or terminated by written mutual consent of both parties.
- D. No variation or amendment of this agreement will be effective unless it is made in writing and signed by both parties..

2. Location of Loaned Equipment:

Current Location and Address of Loaned Equipment:

UCSD Location and Address of Loaned Equipment, if different than above:

UCSD Custodian or Contract Person:

Phone Number: E-mail:

3. Collection and Delivery of Equipment:

The Loaned Equipment will be delivered to the University, at Lender's direction and expense, on the first day of the above loan period. At the end of the loan period, or any mutually agreed-upon extensions thereto, the Loaned Equipment will be returned to Lender by the University, or shipped to a non-UCSD facility, at Lender's direction and expense. Should Lender fail to provide shipping or other disposition instructions, the University may elect, at its sole option, to either abandon the equipment in place, or to ship and store the Loaned Equipment at a UCSD facility without further obligation to Lender for return or accounting. Notwithstanding the foregoing, the University shall give thirty (30) days prior written notice to Lender of the University's intent to retain custody, abandon or move Loaned Equipment to storage upon expiration or termination of this Agreement. The University is under no obligation to purchase Loaned Equipment as a result of this Agreement.

4. Payment:

The equipment is being loaned free of charge.

5. Obligation of University:

A. The University is not liable for loss or damage to the Loaned Equipment unless such loss or damage is caused by the intentional misconduct or negligence of the University, its officers, agents or employees. The University shall defend, indemnify and hold Lender, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

B. The University is not obligated to maintain or repair the Loaned Equipment.

C. The University is under no obligation to furnish Lender with reports or other deliverables regarding the condition or use of the Loaned Equipment, provided however, that the University will, upon reasonable request, provide Lender with results of any University inventory or physical audits of Loaned Equipment. The University agrees to care for Loaned Equipment using the same degree of care the University exercises with regard to other equipment in the custody of the University.

D. The University will operate the Loaned Equipment in accordance with any operating instructions issued for it and for the purpose it was designed.

E. The Loaned Equipment will not be modified without first obtaining the Lender's written approval.

6. Obligations of Lender:

A. Lender shall defend, indemnify and hold the University, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages to the Loaned Equipment arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of vendor, its officers, agents or employees.

B. Lender shall not use or cause to be used, or make public, the University name for any purpose, including, but not limited to, advertising, marketing, public disclosure or otherwise without the express written authorization of the University.

C. Lender shall provide the necessary information about training requirements for the correct use of the Loaned Equipment.

D. Lender shall provide the borrowing organization with operating, maintenance and servicing instructions as appropriate.

E. The University may notify Lender of any malfunction in the equipment for purpose of repair by Lender or their designated service personnel. When notified of such malfunction, Lender will, within a reasonable time, repair or contract for the repair of any malfunction.

7. Insurance:

Each party shall obtain and maintain insurance, or self-insurance, sufficient to cover their respective responsibilities under this Agreement. If requested, each party agrees to provide evidence of such insurance to the other party via Certificate of Insurance or other acceptable documentation.

8. Termination:

Either party may terminate this Agreement with or without cause, upon thirty (30) days prior written notice to the other party, such notice to request disposition instructions for continuing custody of the Loaned Equipment, or setting forth details regarding how the terminating party intends to dispose of Loaned Equipment in the absence of direction from the other party.

9. Force Majeure:

In the event of a delay caused by inclement weather, fire, flood, strike or other labor dispute, acts of God, acts of Governmental officials or agencies, or any other cause beyond the control of either party, that party's performance is excused hereunder for the periods of time attributable to such a delay, which may extend beyond the time lost due to one or more of the causes mentioned above.

10. Entire Agreement:

This Agreement sustains a binding agreement between parties, which establishes the terms and conditions of the loan and the related liability.

Accepted on behalf of Lender

Accepted on behalf of the The Regents of the University of California, San Diego

Signature

Signature

Print Name

Print Name

Title

Title

Date

Date

Exhibit A

Enter the information into the appropriate section for each instrument or system of Loaned Equipment.

Item #1

Manufacturer: _____ Model Name/#: _____
Part #: _____ Serial #: _____
Description: _____ List Price/
Market Value: _____
Condition: New Used Demo Refurbished

Item #2

Manufacturer: _____ Mode Name/#: _____
Part #: _____ Serial #: _____
Description: _____ List Price/
Market Value: _____
Condition: New Used Demo Refurbished

Item #3

Manufacturer: _____ Model Name/#: _____
Part #: _____ Serial #: _____
Description: _____ List Price/
Market Value: _____
Condition: New Used Demo Refurbished

Item #4

Manufacturer: _____ Model Name/#: _____
Part #: _____ Serial #: _____
Description: _____ List Price/
Market Value: _____
Condition: New Used Demo Refurbished