UNIVERSITY OF CALIFORNIA, IRVINE

Equipment LOAN AGREEMENT

This Equipment Loan Agreement (hereinafter “Agreement”) is by and between The Regents of the University of California on behalf of the University of California, Irvine (“UCI”) and  ("BORROWER") (collectively, “Parties”).

1. ***Scope and Purpose.*** The purpose of this Agreement is to accomplish an equipment loan from UCI to BORROWER to . The Equipment shall be used by:

Name:

Department:

Institution:

Address:

City, State, Zip:

Email:

Phone:

1. ***Term and Termination.*** To achieve this goal UCI agrees to loan equipment identified on "Exhibit A" (“Equipment”) from the date this Agreement is executed through (“Expiration Date”). However, should UCI determine, in its sole and absolute discretion, that the Equipment is better used on its own premises, UCI shall have the right to give Borrower 30 days’ notice to the above address of its intent to recall the loaned Equipment and terminate this Agreement without any further obligation whatsoever (“Termination Date”), except as provided in this Agreement. Upon termination or expiration of the Agreement, the equipment shall be returned to UCI in ‘as delivered’ condition, normal wear and tear excepted.
2. ***Use and Assumption of Risk.*** Both parties acknowledge that UCI has provided, and BORROWER has had a reasonable opportunity to review, the instructions on the correct use, operation, and care of the Equipment. BORROWER assumes all responsibility for operation and care of the Equipment according to manufacturer guidelines, and any and all risk of damage to Equipment and/or injury, including death, to operator. The BORROWER shall be responsible for training any person on the safe and proper operation of the Equipment. The BORROWER assumes sole risk and responsibility arising out of the operation and use of the Equipment.
3. ***Title and Right to Possession.*** The Parties agree that title to the Equipment shall remain vested with UCI. The BORROWER shall not loan, transfer possession, pledge, claim right of offset, or lien on the Equipment loaned hereunder.
4. ***Insurance.*** BORROWER shall provide proof of insurance, naming the Regent of the University of California as additional insured, showing amounts of coverage as follows:
* Broad Form Commercial General Liability Insurance (Contractual Liability Included):

 Each Occurrence $ 1,000,000

 General Aggregate $ 2,000,000

* Property damage/loss insurance coverage for a minimum amount of $1,000,000.

1. ***Shipping Terms.*** The BORROWER shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment and associated documentation. Original delivery and return transportation costs shall be paid by the BORROWER. These expenses shall include all shipping costs to and from BORROWER or the research location and shipping and transit insurance. The Equipment and associated documentation shall be returned on the earlier of: (i) the Expiration Date; or (ii) the Termination Date.

The Equipment shall be returned to:

University of California, Irvine

Irvine, CA 92697-

In the event UCI has to make arrangements for the return of the Equipment, the BORROWER shall be responsible for all costs incurred by UCI, including labor costs, to obtain the return of the Equipment and associated documentation.

1. ***Rental Cost.*** No rental cost shall be assessed to BORROWER for the authorized usage of the Equipment within the terms and purpose of this Agreement.
2. ***Sharing of Data.*** Data obtained from use of the Equipment within the terms of this Agreement will be shared by and between the Parties. Publication credit, if any, shall be mutually determined and given as appropriate.
3. ***Indemnity.*** BORROWER shall defend, indemnify and hold harmless UCI, its officers, employees, and agents from and against any and all liability, loss, expense (including reasonable attorneys’ fees), or claims for injury, including death, or damages arising out of the use, including loss, of this Equipment under this Agreement, unless such liability, loss, expense, attorneys’ fees, or claims for injury, including death, or damages are caused by the sole negligence or intentional acts of UCI, its officers, employees, and agents.
4. ***Amendments.*** This Agreement may be altered only by written Amendment signed by authorized representatives of both Parties.
5. ***DISCLAIMER OF Warranty.*** *The EQUIPMENT under this agreement IS provided without warranty of merchantability or fitness for a particular purpose or any other warranty, expressed or implied. In no event IS the Regents of the University of California liable for any incidental, special, or consequential damages INCLUDING LOST REVENUE, PROFIT OR DATA, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE EQUIPMENT. ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED.*
6. ***Compliance with Laws.*** BORROWER shall comply with all country, federal, state, county, and municipal laws, ordinances, and regulations, if any, applicable to the transportation and use of the Equipment. BORROWER shall secure all local, state and country licenses or permits required to use the Equipment, pay all taxes and fees and comply with all export laws. It is the BORROWER’s sole responsibility to ensure that the Equipment has cleared customs before departing the place or country of use and is in transit to UCI.

BORROWER understands and acknowledges that the Equipment and/or related documentation may be export-controlled. BORROWER represents and warrants that it will comply with all U.S. Export Laws and Regulations regarding the export or disclosure of the Equipment and related documentation.

BORROWER warrants that any and all of the work arising out of the use and operation of the loaned Equipment under this Agreement shall comply with all U.S. export control laws and regulations.  BORROWER shall notify UCI in writing to exportcontrol@research.uci.edu, if any ITAR (International Traffic in Arms Regulations 22 CFR 120-130) or EAR (Export Administration Regulations 15 CFR 730-774) restricted technology or data is to be provided to UCI under this Agreement or if the Equipment that BORROWER is receiving from UCI under this Agreement is expected to be ITAR or EAR restricted due to, among others, the manner of its use by BORROWER.  UCI shall have the right to decline ITAR or EAR restricted technology, data, tasks, and/or loans requiring production, handing, or involving of such restricted information.

1. ***Survival.*** Sections III (Use and Assumption of Risk), IV (Title), VIII (Sharing of Data), IX (Indemnity), XI (Disclaimer of Warranty), and XII (Compliance) of this Agreement shall survive the termination of this Agreement.
2. ***Entire Agreement.*** This Agreement, including the Exhibits attached hereto, contains the entire agreement between the Parties and supersedes all prior written or oral agreements with respect to the subject matter herein.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

**The Regents of the University of California**

 **on behalf of the University of California, Irvine**

Signed by: this day of ,

 Department Chair, UC Irvine

Signed by: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this day **\_\_\_\_** of **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, Year\_\_\_\_\_\_\_\_\_

Helen Chang, CPPA, Equipment Manager, Equipment Management, UCI

**BORROWER: ­­­­­­­­­­­­­­­­­­­­­­**

Signed by :\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_this day of ,

Name: ­­­­­­­­­­­­ Title:

EXHIBIT "A"

UCI Property No.

Equipment Description:

Manufacturer:

Serial number:

Value: