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## **UCAR EQUIPMENT LOAN INSTRUCTIONS & LOAN FORM**

(This form should be completed by the DPA - Division Property Administrator)

### **I. Lender Information**

\*This is the contact person in the division, often the scientist affiliated with the coordination effort.

### **II. Borrower and Equipment Information**

#### **A. Authorized Borrower Representative**

\*This is the individual at the borrowing organization that has the authority to accept a property loan. Usually someone in the borrowing organizations property or contracting office.

#### **User Name**

\*This is the individual that will actually be using the equipment at the borrowing organization.

#### **B. Loan Period**

\* The max. Loan Period is 2 years, this agreement is subject to review & renewal, the equipment may not leave UCAR custody until after loan agreement is signed completely by all parties. When this agreement ends a new loan agreement may be considered at that time.

#### **C. Equipment description, attach additional pages as needed:**

\* The Division Property Administrator (DPA) can obtain this info from the FADB

### **PAGE 3 Signatures**

#### **AUTHORIZED PROPERTY REPRESENTATIVE FOR BORROWER**

\* This is the individual at the borrowing organization that has the authority to accept property. (same as above II.A.)

#### **UCAR DIVISION/PROGRAM DIRECTOR OR DEPUTY DIRECTOR**

\* This is the Director or Deputy Director of the division, this signature is not the scientist working on this project, nor the DPA.

#### **UCAR PROPERTY ADMINISTRATOR**

\* This is where I will sign after the agreement has been correctly completed and signed by the other parties. After I have signed this agreement the equipment may then leave UCAR custody and be delivered to the borrower.

For questions please contact the Property Office

Betsy Hulsing ext 8858

Chris Knoetgen ext 8573

**UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH  
EQUIPMENT LOAN AGREEMENT  
(Non-UCAR Entity)**

**I. Lender Information**

A. Division \_\_\_\_\_ Division Contact Name \_\_\_\_\_  
Phone \_\_\_\_\_

**II. Borrower and Equipment Information**

A. Authorized Representative \_\_\_\_\_ Phone \_\_\_\_\_  
Borrower Org. \_\_\_\_\_ E-mail \_\_\_\_\_  
Street Address \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
User Name \_\_\_\_\_ Phone \_\_\_\_\_

B. Loan Period: From: \_\_\_\_\_ To: \_\_\_\_\_  
(The maximum loan period is 2 years, subject to review and renewal, the equipment may not leave UCAR custody until after loan agreement is signed by all parties.)

C. Equipment description, attach additional pages as needed:

PPETag No. : \_\_\_\_\_ Acq. Cost: \$ \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Description: \_\_\_\_\_  
Model No: \_\_\_\_\_ Serial No: \_\_\_\_\_ Used for (purpose): \_\_\_\_\_

D. The scientific activities to be undertaken with the equipment are consistent with the missions of UCAR because: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### **III. Borrower Responsibilities**

This Equipment Loan Agreement (“Agreement”) and the responsibilities as outlined hereunder are not transferable without the written approval of the University Corporation for Atmospheric Research (“UCAR”). By executing this Agreement, the Borrower agrees to comply with all terms set forth herein and the guidelines associated with the loan of Equipment.

#### **A. INSURANCE**

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time Borrower assumes custody until it is returned to UCAR. Borrower shall maintain adequate insurance coverage to cover loss or damage to the Equipment. A Certificate of Insurance may be required. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the UCAR representative.

#### **B. USE/DISCLAIMER**

The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower shall be responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures. The Borrower accepts responsibility for operating the Equipment at its sole risk.

**UCAR DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE EQUIPMENT AND ANY USE THEREOF, INCLUDING ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.**

Borrower agrees to use the Equipment for academic, research, government or non-profit use only, and not for any commercial use or application.

#### **C. DELIVERY AND RETURN OF EQUIPMENT**

The Borrower shall be responsible for the safe packaging, proper import, export, shipping and receiving of the Equipment. 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 shall be returned by the date specified in Part I.

The Equipment shall be returned to:

UCAR  
1850 Table Mesa Drive  
Boulder, CO 80305

In the event UCAR has to make arrangements for the return of the Equipment, the Borrower shall be responsible for all costs incurred by UCAR, including labor costs, to obtain the return of the Equipment.

#### **D. MAINTENANCE AND REPAIR**

Equipment shall be returned to UCAR in as good a condition as when received by the Borrower, except for reasonable wear and tear. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment is in good working order upon return to UCAR, at UCAR’s request, the Equipment shall be inspected by an approved service operation. The cost of inspection and any necessary parts, repairs or adjustments are solely the responsibility of the Borrower.

All maintenance and repair of Equipment shall be performed by approved personnel. Any unauthorized maintenance voids all original Equipment warranties. The Borrower shall be liable for the cost of purchasing a new warranty for the Equipment if unauthorized maintenance is performed on the Equipment.

**E. 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 responsibility to ensure that the Equipment has cleared customs before departing the place or country of use and is in transit to UCAR.

**F. INDEMNIFICATION**

In consideration for the Equipment loan, the Borrower agrees to indemnify, defend and hold UCAR harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment.

IN WITNESS WHEREOF, this the parties have executed this Agreement as of the date set forth below.

**AUTHORIZED REPRESENTATIVE  
FOR BORROWER**

**UCAR DIVISION/PROGRAM DIRECTOR  
OR DEPUTY DIRECTOR**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**UCAR PROPERTY ADMINISTRATOR**

BY: \_\_\_\_\_

DATE \_\_\_\_\_