NON-EMPLOYEE INDIVIDUAL EQUIPMENT LOAN AGREEMENT & INSTRUCTIONS
(This form should be completed by the DPA - Division Property Administrator)

I. Lender Contact Information
*This is the contact person in the lab/program, often the scientist affiliated with the coordination effort.

II. Borrower and Equipment Information

A. Borrower/Non-Employee Individual
*This is the non-employee individual that will be using the equipment and signing the loan agreement. This can be a visitor that is not in payroll.

B. Loan Period
*The max. Loan Period is 1 year, this agreement is subject to review & renewal, and 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 or Sensitive Property List.

PAGE 3 Signatures

BORROWING NON-EMPLOYEE INDIVIDUAL
*This is the individual that is borrowing the equipment. (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. If the loan requires a sponsor approval it may delay the loan.

For questions please contact the Property Office
    Betsy Hulsing ext 8858
    Chris Knoetgen ext 8573
I. Lender Contact Information

A. Lab/Program _______________ Contact Name________________________________

    Phone _________________________

II. Borrower and Equipment Information

A. Non-Employee Name ___________________________ Phone ________________

    Street Address ___________________________ City, State, Zip _________________

    E-mail __________________________

B. Loan Period: From: ______________ To: ______________

   (The maximum loan period is 1 year, 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:

   PPE tag No. : ____________________ Acq. Cost:  $___________________________

   Manufacturer: __________________ Description: _______________________________

   Model No:  ____________ Serial No: _______________

   Used for (purpose): _______________________________________________________

   ______________________________________________________________________

D. Describe the scientific activities to be undertaken with the equipment, and how it is consistent with the missions of UCAR:  ______________________________________

   ______________________________________________________________________

   ______________________________________________________________________

   ______________________________________________________________________
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. USE/DISCLAIMER

The Borrower shall be responsible for the proper use and deployment of the Equipment. The Borrower accepts responsibility for operating the Equipment at its sole risk. Borrower agrees to use the Equipment for academic, research, government or non-profit use only, and not for any commercial use or application.

B. DELIVERY AND RETURN OF EQUIPMENT

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

The Equipment shall be returned to:

UCAR
3090 Center Green Drive
Boulder, CO 80301

In the event that the borrower does not return the equipment per the terms of this agreement and 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 resulting in a voided warranty.

C. 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 must communicate to UCAR any need for maintenance and repair. 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. The Borrower may not dispose of the equipment without Property Office approval obtained by the division.

D. 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.
E. 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 the Borrower’s use of the Equipment.

G. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to use of the Equipment and supersedes all prior or contemporaneous understandings regarding such subject matter. If for any reason a court of competent jurisdiction finds any provision, or portion thereof, to be unenforceable, the remainder of this Agreement shall continue in full force and effect. No modification of this Agreement will be binding unless in a writing and signed by both parties.

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

BORROWER

BY: ____________________________
DATE __________________________

UCAR LABORATORY/PROGRAM DIRECTOR
OR DEPUTY DIRECTOR

BY: ____________________________
TITLE __________________________
DATE __________________________

UCAR PROPERTY ADMINISTRATOR

BY: ____________________________
DATE __________________________