UCAR EQUIPMENT LOAN INSTRUCTIONS & LOAN FORM
(This form should be completed by the DPA - Division Property Administrator)

I. Lender Information
*This is the UCAR 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 UCAR titled equipment may then leave UCAR custody and be delivered to the borrower. For non-UCAR titled equipment I must then receive approval from the Sponsor before the equipment may leave UCAR custody.

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: ______________________________
   ____________________________________________________________________________

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. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL UCAR BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL, ARISING OUT OF OR RELATING TO THE USE OF OR INABILITY TO USE THE EQUIPMENT.

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

C. TERMINATION AND DELIVERY AND RETURN OF EQUIPMENT

Either party may terminate this Agreement prior to the end of the Loan Period, following thirty (30) days notice to the other party (the “Termination Date”).

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 on the earlier of: (i) the date specified in Part II; or (ii) the Termination Date.

The Equipment shall be returned to:
UCAR
3090 Center Green Drive
Boulder, CO  80301

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, fees (including reasonable attorney fees) and liability of any nature whatsoever associated with its 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.

AUTHORIZED REPRESENTATIVE
FOR BORROWER

BY: ______________________________
TITLE ___________________________
DATE ___________________________

UCAR DIVISION/PROGRAM DIRECTOR
OR DEPUTY DIRECTOR

BY: ______________________________
TITLE ___________________________
DATE ___________________________

UCAR PROPERTY ADMINISTRATOR

BY: ______________________________
DATE ___________________________