UNAVCO Equipment Loan Agreement

83 Freddy Blume October 1, 2015 Forms and Documentation, Terrestrial Laser Scanning (TLS) 5242

The attached MS Word file is required to be filled out by the PI or designated project representative prior to borrowing UNAVCO equipment. It outlines the terms and responsibilities of borrowing equipment from UNAVCO.

The loan agreement is as follows:



UNAVCO, INC. EQUIPMENT LOAN AGREEMENT

THIS EQUIPMENT LOAN AGREEMENT (hereinafter "Agreement") is entered into this ____ day of _____, **20_____**, by and between **UNAVCO, Inc., a Colorado Nonprofit Corporation, with its principal office located at 6350 Nautilus Drive, Boulder, CO 80301, together with its successors, assigns, and scientific collaborators** (hereinafter "Lender" or "UNAVCO"), and _____, **together with its successors, assigns, agents, and authorized representatives** (hereinafter "Borrower" or "_____") for the purpose of loaning certain scientific research equipment enumerated below.

I. UNAVCO'S RESPONSIBILITIES

The UNAVCO GAGE Facility (hereinafter referred to as UNAVCO) was organized to assist scientific researchers in the use of geodetic technologies to study the changing Earth. As part of this assistance, the UNAVCO Facility has been given the authority to loan certain Equipment, as listed herein, to Borrower at no cost (or at a reasonable and negotiated fee for non-NSF projects), subject to the terms and conditions set forth below. The fee for this project has been set at $_____.), subject to certain terms and conditions as set forth below.

1. LOAN OF EQUIPMENT

UNAVCO has agreed to the following term for loan of the Equipment listed herein in Section G.

B. TERM

Equipment loan dates:

II. BORROWER'S RESPONSIBILITIES

This Agreement or any of the responsibilities as outlined herein are not transferable without the prior written approval of UNAVCO.

1. PRINCIPAL INVESTIGATOR

PI/Agent:

Research Organization:

Phone:

Fax:

Email:

Project #:

1. ASSUMPTION OF LIABILITY

Borrower shall indemnify, defend, and hold UNAVCO harmless, and shall be solely responsible, for the full cost of repair or replacement of any of the Equipment that is damaged, lost, confiscated, or stolen from the time it leaves UNAVCO until it is returned to UNAVCO. It is Borrower's responsibility to comply with all US customs and export laws and regulations, and directly pay any and all costs, fee, taxes and penalties in the exportation or importation of the Equipment in its care and custody. It shall be Borrower's duty, at its own expense, to comply with all country, federal, state, county, and municipal laws, ordinances, and regulations, if any, applicable to the work being performed with this Equipment and to secure all local, state, federal, and international licenses or permits required to use this Equipment.

1. USE (use one or two below depending upon whether there is a fee)

1. The loan of this Equipment shall be made at no cost to the Borrower.

2. The loan of this Equipment shall be made pursuant to fee of $_____ for the use of this Equipment on non-NSF projects. Borrower shall pay this fee, in full, on or before the effective date of this Agreement.

Borrower shall be responsible for the proper use, deployment, and insurance of the Equipment loaned by UNAVCO during the term of this Agreement. Borrower shall be responsible for training others participating in the research project on the proper use of the Equipment in accordance with UNAVCO procedures. The Equipment must be returned to UNAVCO in the same state and condition under which it was loaned; the Borrower is fully responsible for all costs to return the equipment to the status quo ante

Borrower shall be responsible for the safe packaging, proper import and export procedures, shipping and receiving, and proper operation and use of the Equipment loaned by UNAVCO.

D. DATA ARCHIVE RESPONSIBILITY

All data collected with the Equipment will be submitted to the UNAVCO archive in accordance with the UNAVCO Data Policy (http://kb.unavco.org/community/policies_forms/data-policy/data-policy.html). The appropriate Project Manager will provide specific guidance on data organization and documentation required for submission of data for archiving.

E. DELIVERY AND RETURN OF LOANED EQUIPMENT

Borrower shall pay delivery and return transportation expenses. These expenses shall include the cost of shipment of the Equipment to the research location, the return of the Equipment to UNAVCO, and Equipment insurance during the shipping. Borrower shall, at its sole expense, promptly return all loaned Equipment to UNAVCO at the address referenced below. This Equipment shall be returned by the date specified in Part I. The loaned Equipment shall be returned to UNAVCO in as good as condition as when received, except for reasonable wear and tear.

The Equipment shall be returned to:

For GPS:

For TLS:

UNAVCO, Inc.

6350 Nautilus Drive

Boulder, CO 80301

Attn: Jim Normandeau

Phone: (303) 381-7475

normandeau@unavco.org

UNAVCO, Inc.

6350 Nautilus Drive

Boulder, CO 80301

Attn: Christopher Crosby

Phone: (303) 381-7564

crosby@unavco.org

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

F. MAINTENANCE

All Equipment maintenance, except as prescribed in the UNAVCO operating procedures, shall be performed by authorized UNAVCO personnel. Any unauthorized maintenance voids all original Equipment warranties. Borrower shall be liable for the cost of replacing Equipment or purchasing a new warranty for the Equipment if unauthorized maintenance is performed on the Equipment.

G. LIST OF EQUIPMENT:

Total Equipment replacement cost:

An itemized list of the actual Equipment sent will be provided prior to shipping from UNAVCO.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date set forth below:

For Borrower:	For UNAVCO, Inc.:
_____	_____
Authorized Signature	Authorized Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

Online URL: https://kb.unavco.org/article/unavco-equipment-loan-agreement-83.html