

EMORY UNIVERSITY
Equipment Loan Agreement
(rev. 01/07/2010)

This Loan Agreement dated _____, 20 ____ between Emory University (the "University") and _____ (the "Supplier") establishes the terms and conditions by which the Supplier will loan _____ (the "Equipment") to the University during the term of the Loan Agreement. The University will not pay fees for the loan.

Purpose of the Loan

The Equipment is provided under this Loan agreement for the purpose of:

This Equipment is/will be located in the School of _____,
_____ Department, located at the following address:

Term of Loan

The term of the loan of Equipment listed in the purchase order will be for _____ months, _____ weeks, _____ days, as indicated on the requisition. The term will begin on the date of receipt of the Equipment by the University. At any time during the term of this Loan Agreement, the University may return all the equipment to the Supplier, with the understanding there is no obligation due to the Supplier by the University.

Description of the Equipment

The Equipment to be loaned is described in Purchasing Requisition number _____. The University understands that this Equipment (may have been) (has not been) previously used.

Title

Title to the Equipment will remain with the Supplier during the term of this Loan Agreement.

Purchase of Loaned Equipment

The University will not be obligated under any circumstances whatsoever, to purchase the Equipment from the Supplier. In the event that the University decides to purchase this Equipment or any other piece of equipment, it will adhere to all applicable University purchasing policies and procedures. The Supplier will receive no special consideration in any subsequent competitive or sole source procurement of this Equipment or any other piece of equipment.

Supplier Responsibilities

1. Deliver the Equipment to the University at no charge.
2. Set up Equipment and provide instruction in its use.
3. Provide insurance for loss or damage to the Equipment during the term of this Loan Agreement. The University is not liable for any loss or damage to the Equipment while on University property.
4. Provide maintenance services for the Equipment.
5. Arrange the return at no charge to the University at the end of the term of the Loan Agreement. All charges associated with Equipment shall be borne by the Supplier unless specifically set forth otherwise in this Loan Agreement, or on the University's Purchase Requisition.

University Responsibilities

1. Provide a suitable operating environment for the Equipment.
2. Appoint a contact person who will receive the Equipment and be the Supplier's main point of contact during the term of the Loan Agreement.
3. Ensure that no modification, alterations, or adjustments are made to the Equipment unless specifically stated in this Loan Agreement, or as may be subsequently agreed between the University and the Supplier.
4. Furnish all supplies and accessories as needed for use with the Equipment unless specifically stated in this Loan Agreement.
5. Take all reasonable measures to prevent loss or damage of the Equipment.
6. Locate the Equipment in a reasonable and secure environment within the University as indicated in this Loan Agreement.
7. Limit the use of the Equipment to the students, faculty and staff of the University, and the Supplier's Representatives.

Supplier

Emory University School/Department

Emory University Procurement

Authorized Signature

Authorized Signature

Authorized Signature

Name

Name

Name

Title

Title

Title

Date

Date

Date