UNIVERSITY OF CALIFORNIA, IRVINE Equipment Loan Number:(leave blank)

**EQUIPMENT LOAN AGREEMENT**

Date: Click here to enter text.

Received From [“Lender”]: Click here to enter text.

Lender’s Address: Click here to enter text.

Borrower: Click here to enter text.

Department: Click here to enter text.

Address: Click here to enter text.

Equipment Description: [Manufacturer name, model number, serial number and fair market value. May include photo. See below for details.] Click here to enter text.

Location of Equipment on Campus: Click here to enter text.

Period of Loan: Start Date — End Date

**Terms of Loan:** The equipment described above is loaned to the Regents of the University of California, on behalf of the University of California, Irvine Campus, Department University Department[“University” or “UC”] for the mutual benefit of the lender and the University, and is to be used only for the purpose of instruction, demonstration or research. Said equipment is subject to return at the request of either the Lender or the University.

# Complete the Liability and Shipping section

# Liability

Click to enter University or Lender shall be responsible for all claims of loss or damage for Equipment during transit to Equipment Borrower.

Click to enter University or Lender shall be responsible for all claims of loss or damage for Equipment during return transit to Lender.

The Responsible Party’s liability for loss or damage shall begin for each respective transit period when the Equipment has been accepted by the carrier for shipping/transit (e.g. FEDEX, UPS, etc.). Shipping/transit insurance should be purchased as necessary by\_\_\_Click here to enter text.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_[the Lender or the University].

# Shipping

Click to enter University or Lender shall be responsible for all necessary shipping and handling costs of Equipment to Borrower.

Click to enter University or Lender shall be responsible for all necessary shipping and handling costs for return of Equipment to Lender.

**Insurance**

If applicable, Lender shall maintain in full force and effect throughout the term of this agreement, Commercial General Liability Insurance, with the following coverage limits:

Commercial General Liability

$1MM Each Occurrence

$2MM Aggregate

$2MM Products Completed Operations

$1MM Personal & Advertising Injury

$100k Fire Damage (any one fire)

University will be named as an additional insured against any liability for injury to or death of persons resulting from any latent or known defects associated with the equipment.

Lender will provide Borrower with the appropriate Certificate of Insurance prior to the transfer of the equipment to the Campus.

**Indemnification**

To the fullest extent permitted by law, Lender will defend, indemnify, and hold harmless UC, its officers, employees, and agents, from and against all losses, expenses (including, without limitation, reasonable attorneys' fees and costs), damages, and liabilities of any kind resulting from or arising out of the Agreement, including the performance hereunder of Lender, its officers, employees, agents, sub-lenders, or anyone directly or indirectly employed by Lender, or any person or persons under Lender's direction and control, provided such losses, expenses, damages and liabilities are due or claimed to be due to the acts or omissions of Lender, its officers, employees, agents, sub-lenders, or anyone directly or indirectly employed by Lender, or any person or persons under Lender's direction and control. UC agrees to provide Lender with prompt notice of any such claim or action and to permit Lender to defend any claim or action, and that UC will cooperate fully in such defense. UC retains the right to participate in the defense against any such claim or action, and the right to consent to any settlement, which consent will not unreasonably be withheld.

In the event Appendix DS (Data Security) applies to this Agreement, Lender shall reimburse or otherwise be responsible for any costs, fines or penalties imposed against UC as a result of Lender’s Breach of Institutional Information and/or failure to cooperate with UC’s response to such Breach. As used herein, “Breach” means: (1) any disclosure of Institutional Information to an unauthorized party or in an unlawful manner; (2) unauthorized or unlawful acquisition of information that compromises the security, confidentiality or integrity of Institutional Information and/or IT Resources; and (3) the acquisition, access, use, or disclosure of Protected Health Information or medical information in a manner not permitted under the Health Insurance Portability and Accountability Act (HIPAA) or California law. “IT Resources” means IT infrastructure, cloud services, software, and/or hardware with computing and/or networking capability that is Lender owned/managed, or UC-owned, or a personally owned device that stores Institutional Information, is connected to UC systems, is connected to UC networks, or is used for UC business.

|  |
| --- |
| Additional specifications: Click here to enter information or enter N/A.  See attached for additional information |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| EQUIPMENT IDENTIFICATION | | | | |
| Property # (to be assigned by EM) | Manufacturer, Model, Serial # for each item | Value | Building | Room |
|  | Click here to enter text.  Click here to enter text.  Click here to enter text.  Click here to enter text. | Click here.  Click here.  Click here.  Click here. | Click here.  Click here.  Click here.  Click here. | #  #  #  # |
| See attached for additional items | | | | |

|  |  |
| --- | --- |
| Department Name and Equipment Borrower: Click here to enter text. | |
| Account/Fund/Sub: Click here to enter text. | Inventorial Custodial Code: Click here. |

|  |  |
| --- | --- |
| Approved:  Lender signature  Name & Email: Click here to enter text.  Date: Click here to enter text. | Approved:  Department Chair signature  Name: Click here to enter text.  Date: Click here to enter text. |
| Approved for Lender’s COI:  Risk Services signature  Name: Click here to enter text.  Date: Click here to enter text. | Approved:  Equipment Manager signature  Name: Click here to enter text.  Date: Click here to enter text. |

Instructions:

1. Equipment Borrower to get the original agreement signed by Lender and Department Chair, obtain Lender’s Certification of Insurance (COI), send email to Risk Services [riskmgmt@uci.edu](mailto:riskmgmt@uci.edu) for approval of Lender’s COI, and send the signed agreement and COI to Equipment Manager at [equipment-management@uci.edu](mailto:equipment-management@uci.edu).
2. Equipment Manager will assign the Equipment Loan Number and email the executed loan agreement to Equipment Borrower with a copy to Department Chair and Lender.
3. When loaned items are returned, Equipment Borrower shall notify all parties of the return and reference the Loan Agreement Number.