

LOAN AGREEMENT - UC Property Loaned to an Outside Agency

University of CA, Santa Cruz (Lender)

| UCSC Loan # | Loan Period | | UC Property # | Property Description | | |
|--------------|-------------|-----------|---------------|----------------------|----------------------|------------------|
| | From Date | To Date | | | | |
| | | | | | | |
| Manufacturer | Model | Condition | Serial # | In-Service Date | UC Title? Yes or *No | Acquisition Cost |
| | | | | | | |

☐ If more than one item is loaned, check here and attach a listing

UCSC Primary Contact

Type/Print Name (PI or Responsible Party) Dept Phone

Borrower's Primary Contact

Type/Print Name Agency/Institution Phone

Fax# Email Address

Purpose of Loan and location where property will be used

TERMS AND CONDITIONS OF LOAN

1. Borrower will:

- Assume all costs of handling, loading, disconnecting, transportation and freight insurance from and to Lender;
- Use the loaned property only for the purposes specified in this loan agreement;
- Maintain and calibrate equipment in accordance with manufacturer's specifications;
- Return the loaned items(s) in like condition as received from Lender, normal wear and tear expected, and free of contamination on or before the expiration date, unless the loan period is formally extended or the loan is terminated prior to the due date;
- Provide Lender certificate of insurance evidencing liability insurance with limits not less than \$1 million each occurrence and \$2,000,000 aggregate and property insurance in an amount equivalent to the value of the equipment with Lender to be included as an additional insured under both policies (property insurance not required on government loans).
The certificate of insurance with appropriate loan reference is to be mailed to:

Equipment Administration, Mail Stop: Accounting, University of California, 1156 High St., Santa Cruz, CA 95064;

- In case of loss or damage of the property loaned, report such loss and reimburse Lender at the current price of replacement or repair (including cost of loss of use), and
 - Agree to defend, indemnify and hold harmless Lender (Regents of the University of California) and its officers, employees and agents against any and all liability, loss, damages, claims and costs arising from Borrower's use or possession of the loaned property;
2. The above property shall not be modified, loaned or transferred to a third party without the written permission of the Univ of CA.
 3. Borrower will verify in writing to the University department loaning equipment the custody, use and condition of equipment annually and permit periodic inspection of loaned property by Lender or its designee upon request.
 4. Borrower will immediately report to the Univ of CA Risk Management any incidents of loss, damage or destruction of loaned equipment.
 5. The University will pass on all FLOW DOWN responsibility to borrower. Title to property will rest with the Lender or its Sponsor in accordance with the prime agreement. Lender reserves the right to cancel the loan and to recall the loaned equipment upon a 10 (ten) day notice.

All following signatures required prior to loaned property leaving the physical custodianship of the University of California

Signature of Borrower Accepting Terms/Cond Type/Print Name Date

Signature of UCSC Unit Dept Head (Lender) Type/Print Name Date

Signature of UCSC Equipment Administration Type/Print Name Date

*If UC does not hold title to the equipment, it may not be loaned without prior written permission from the titled Agency

Submit signed form to Attn: Equipment Administration, MS: Accounting Office, 1156 High St., Santa Cruz, CA 95064
or Fax to (831) 459-3747, or send as a PDF email attachment to eq.administration@ucsc.edu