

# University of Pittsburgh



## LOAN FOR USE AGREEMENT

This Loan For Use Agreement (“Agreement”) is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the UNIVERSITY OF PITTSBURGH - OF THE COMMONWEALTH SYSTEM OF HIGHER EDUCATION, with a principal address of 4200 Fifth Avenue, Pittsburgh, Pennsylvania 15260 (“University”) and \_\_\_\_\_, with an address at \_\_\_\_\_ (“Equipment Lender”).

WHEREAS, the University desires to obtain \_\_\_\_\_ and ancillary equipment and supplies (“Equipment”) from Equipment Lender for temporary use during an agreed upon Term, at no cost, for use in certain educational and/or research activities to be conducted at the University;

WHEREAS, the Equipment Lender desires to provide the Equipment to the University for a certain Term, with no obligation by the University to purchase the Equipment at the end of this Term and no obligation by the University to compensate Equipment Lender for use of the Equipment during this Term;

THEREFORE, the University and Equipment Lender agree on this Loan for Use of the Equipment as follows:

### 1. Equipment Information, Delivery, Return and Insurance

a) Equipment Lender shall provide the University with the Equipment described in the following table:

Item#	Manufacturer	Model/Description	Equipment ID#	Fair Market Value (\$)

b) The Equipment shall be located at on the \_\_\_\_ floor of \_\_\_\_\_ building, located at \_\_\_\_\_, Pittsburgh, PA 15260.

c) Equipment Lender shall, at its own expense, deliver the Equipment to the University.

d) Equipment Lender shall provide technical support to the University as may be required for the proper use, operation, and support of the Equipment.

e) Equipment Lender shall bear the expense of insurance for the Equipment, including insurance to and from the University facility and insurance while the Equipment is at the University

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facility. During the Term of this Agreement, Equipment Lender at the request of the University will provide the University with proof of insurance on the Equipment.

- f) Within thirty (30) days of the termination of this Agreement, Equipment Lender shall, at Equipment Lender's expense, remove the Equipment from the specified facility.
- g) Equipment Lender shall not file any documents pursuant to Article 9 of the Uniform Commercial Code for the loan of this Equipment without the prior written consent of the University.

## **2. Term and Termination**

- a) Equipment Lender shall deliver the Equipment to the University at the Equipment Location described above on \_\_\_\_\_ ("Delivery Date"). The University shall make the Equipment available for return to Equipment Lender on \_\_\_\_\_ ("Return Date"), unless this Agreement is terminated earlier by either party. In the event that this Agreement is terminated before the end of the Term, the University shall make the Equipment available to Equipment Lender for return on the date written notice is provided by Equipment Lender.
- b) The Term of this Agreement shall be from the Delivery Date to the Return Date as set forth in this Section 2(a).
- c) The University reserves the right to terminate this Agreement prior to the Return Date upon written notice to the other party at the address and point of contact provided in Section 6(c).

## **3. Use of Equipment**

- a) The University shall maintain the Equipment in the same condition that it is received from the Equipment Lender, and subject to reasonable wear and tear, return the Equipment to the Equipment Lender in the condition in which it was received.
- b) Equipment Lender assumes responsibility for all risk of loss or damage to the equipment while in the care, custody and control of the University.
- c) This Equipment is being provided solely to support the academic and research activities of the University. The University may acknowledge and recognize the Equipment Lender's support of the University's educational and/or research activities. The use of this Equipment under the terms of this Agreement does not create a commitment by the University to (i) purchase the Equipment at a later date, (ii) demonstrate and/or market the Equipment for the benefit of the Equipment Lender, or (iii) provide any deliverables to the Equipment Lender relating to the University's use of the Equipment.
- d) The University grants no right to the Equipment Lender to use the Equipment for any purpose whatsoever during the Term of this Agreement.

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## 4. Warranties

- a) Equipment Lender expressly warrants that the Equipment furnished under this Agreement: (i) shall be free from defects, including where applicable and without limitation, defects in material, workmanship and title and design; (ii) shall be merchantable and will be safe and appropriate for the purposes for which Equipment of that kind is normally used; and (iii) will conform in all respects to samples, advertisements and other forms of representation made to the University.
- b) Equipment Lender represents that the Equipment is commercially available for sale in and that such Equipment has been produced or furnished in full and complete compliance, with all applicable federal, state and local laws, rules, ordinances and regulations.

## 5. Indemnification

- a) The Equipment Lender shall defend, indemnify and hold harmless the University, its officers, employees, trustees, agents and representatives from and against any and all demands, claims, damages, liabilities, expenses, losses of every nature and kind, including, but not limited to, attorney's fees and costs, sustained or alleged to have been sustained in connection with or arising out of: (i) the breach by Equipment Lender of any of the terms and conditions set forth in this Agreement, (ii) defective, unsafe or non-conforming Equipment supplied by Equipment Lender, or (iii) any infringement of any patent, copyright, or trademark relating to the Equipment.

## 6. General Provisions

- a) Governing Law: This Agreement is governed by the laws of the Commonwealth of Pennsylvania. Any controversy, claim or dispute arising out of or relating to this Agreement will be adjudicated in the Court of Common Pleas of Allegheny County or in the United States District Court for the Western District of Pennsylvania.
- b) Export Control: The Equipment Lender shall advise the University whether the Equipment could potentially be export-controlled and the University retains the right to refuse delivery of the Equipment or to terminate this Agreement to ensure compliance with University export control policies.
- c) Notice: Any notice or communication pursuant to this Agreement is sufficiently made or given if sent by certified or registered mail, postage prepaid, or by overnight carrier, with proof of delivery by receipt, addressed to the address below or as either party shall designate by written notice to the other party.

In the case of University: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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In the case of  
Equipment Lender:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- d) Assignment: No party may assign any of its rights under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner. Any purported assignment in violation of this Section 6(d) is void.
- e) Entire Agreement: This agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting such subject matter. No waiver, modification or addition to this agreement shall be binding unless expressed in writing and signed by both parties.

IN WITNESS WHEREOF, these parties have executed this Agreement effective upon the date above written.

**UNIVERSITY OF PITTSBURGH – OF THE  
COMMONWEALTH SYSTEM OF  
HIGHER EDUCATION:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EQUIPMENT LENDER:**

\_\_\_\_\_  
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_