



*inclusive design institute*

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# Equipment Loan Agreement

**Between OCAD University and IDI Partner Organizations**

All in accordance with the Inter-Institutional Agreement dated September 30, 2010

## **Lender**

OCAD University

100 McCaul Street, Toronto, ON

5MT 1W1

### **LENDER REPRESENTATIVE:**

Jane Burns

Manager, Research Services

416 977-6000 x474

[jburns@ocadu.ca](mailto:jburns@ocadu.ca)

### **EQUIPMENT REPRESENTATIVE:**

Iris Neher

Inclusive Design Research Centre

416 977-6000 x3051

[ineher@ocadu.ca](mailto:ineher@ocadu.ca)

## Borrower Responsibility

### Insurance

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time the item is shipped until it has been received back at OCAD U. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the OCAD U representative.

### Use/Disclaimer

The Borrower accepts responsibility for operating the Equipment at its sole risk.

**OCAD U DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE EQUIPMENT AND ANY USE THEREOF, INCLUDING ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.**

Borrower agrees to use the Equipment for academic, research, government or non-profit use only, and not for any commercial use or application.

### Delivery and Return of Equipment

The Borrower shall be responsible for the safe packaging, export, shipping and receiving of the Equipment, including original delivery and return transportation costs. These expenses shall include all shipping costs to and from Borrower or the research location and shipping and transit insurance.

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

### Maintenance and Repair

Equipment shall be returned to OCAD U in as good a condition as when received by the Borrower. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment is in good working order upon return to OCAD U, at the University's request, the Equipment shall be inspected by an approved service operation. The cost of inspection and any necessary parts, repairs or adjustments are solely the responsibility of the Borrower.

### Indemnification

The Borrower agrees to indemnify, defend and hold OCAD U harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment.

## Institution Signature

By signing below, I am giving my acknowledgement and approval for this equipment and/or software loan request.

**Signature of Institution's Principle Investigator:**

**Name of Institution's Principle Investigator:**

**Date signed:** (YYYY/MM/DD)