AGREEMENT

Between

The University of Maryland

and

This Agreement, effective as of the date of last signature below (Effective Date), is entered into by and between the University of Maryland, a constituent institution of the University System of Maryland, itself a public corporation and instrumentality of the State of Maryland, (“University”); and [ ] [insert description], having a primary address of [ ] (“Loanee”).

Whereas, the University is the owner of [ ] described in detail in Attachment 1 (“Equipment”), attached hereto and incorporated as part of this Agreement; and

Whereas, the University’s [insert Department] desires to loan to Loanee for research and Loanee desires to receive and use the Equipment in accordance with the terms and conditions set forth herein for [insert description of purpose].

Now, therefore, based on the mutual promises and considerations set forth here, the parties hereby agree as follows:

**1. Loan Period**

1.1 University agrees to loan the Equipment to Loanee for a period commencing on the Effective Date and ending [ ](Loan Period) subject to the right of University to recall the Equipment immediately upon written request.

1.2 The parties may extend or shorten the Loan Period by written amendment to this agreement signed by authorized representatives of both parties.

1.3 Upon expiration or termination of the Loan Period, Loanee shall immediately return the Equipment to Maryland in accordance with Section 2.1.

**2. Delivery and Care of Equipment**

2.1 Loaneeshall be responsible for all costs related to the packing, shipment, insurance, delivery, and return of the Equipment at the commencement and the conclusion of the Loan Period.

**3. Responsibilities of Recipient**

3.1 Throughout the Loan Period, Loanee shall:

3.1.1 Use its best efforts to maintain the Equipment in good repair and good working condition and order with exceptions for normal wear and tear;

3.1.2 Bear the costs associated with such maintenance;

3.1.3 Not pledge the Equipment as security for any debt or allow liens or encumbrances to be assessed against the Equipment;

3.1.4 Not transfer or loan the Equipment to any other entity;

3.1.5 Not ship or distribute the Equipment to another party without the prior written consent of University;

3.1.6 Comply with all United States laws, ordinances, and regulations relating to the possession, use, maintenance, and export of the Equipment; and

3.1.7 Use the Equipment solely in support of the purpose identified above.

3.2 Loanee shall not alter or modify the Equipment, in any way, without the prior written permission of University.

3.3 Loanee agrees that the only persons authorized to use the Equipment are:

[ ]

(“Authorized Users”).

3.4 The list of Authorized Users may be modified only with the prior written permission of University.

**4. Representations, Warranties and Disclaimers of Warranties**

4.1 University represents that a determination has been made and memorialized in a memorandum, attached hereto as Attachment 2, that the export of the Equipment to Loanee [does/does not] require a license under United States export control laws.

4.2 UNIVERSITY MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR IN WRITING, RELATED TO THE EQUIPMENT INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR FREEDOM FROM ENCUMBRANCES OF ANY KIND, INCLUDING LIENS AND SECURITY INTERESTS.

4.3 Throughout the Loan Period, Loanee agrees to assume all risk of loss or damage to the Equipment and shall indemnify and hold harmless University, its officers, agents, and employees from and against any claims, damages, liabilities, losses and costs arising out of the export, use, damage, loss, theft or destruction of the Equipment.

**5. General**

5.1 The validity, interpretation, and effect of this Agreement shall be governed by the laws of the State of Maryland, without reference to its conflicts of law provisions, and the United States of America.

5.2 Loanee consents to the exclusive jurisdiction and venue of the United States District Court for the District of Maryland or, if federal jurisdiction is lacking, to the Circuit Court of the State of Maryland.

5.3 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided however, that Loanee may assign this Agreement *only* upon the prior written approval of University.

5.4 This Agreement may be modified only by written amendment to this agreement signed by both parties.

5.5 This Agreement embodies the entire understanding between the parties. There are no contracts, understandings, conditions, warranties or representations, oral or written, express or implied, with reference to the subject matter hereof which are not merged herein.

5.6 This Agreement may be executed in counterparts, each of which taken together will be deemed one original.

5.7 Prohibited Provisions. Notice is hereby given of Md. Code, State Fin. & Proc. § 2-901.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Agreed to by:

UNIVERSITY OF MARYLAND: [ ]

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

Signature Signature

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

Name Name

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

Title Title

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

Date Date

Attachment 1: List of Equipment