**Equipment Transfer Agreement Template**

This Equipment Transfer Agreement is made and entered into on the [**INSERT DATE**] by and between Dublin City University (“the Lender” )and [**INSERT NAME OF RECEIVING INSTITUTION**] (“the Recipient”).

The Lender certifies and warrants that it has free and clear title to such equipment, and that it intends to transfer custody only, and to retain ownership and title to the equipment during the Loan Period. The Equipment that is covered by this Agreement shall be identified on appendix A.

1. **Terms and Conditions of the Transfer**

The Lender will loan the equipment to the Recipient on the terms and conditions of this agreement

The equipment loan period shall be [delete as appropriate]

From ------------------ to ----------------------

Indefinite

The equipment loan period may be extended or terminated by written mutual consent of both parties. (*delete if loan period is indefinite*)

No variation or amendment of this agreement will be effective unless it is made in writing and signed by both parties.

The Lender agrees to transfer and the Recipient agrees to take possession of the equipment identified in Appendix 1 “AS IS”, and in its present condition without any representations or warranties, expressed or implied, including the implied warranties of fitness for a particular purpose or merchantability.

This agreement can be ended upon mutual written agreement between both parties. Upon termination and should the Lender require it, the equipment should be returned to the Lender premises. The liability for the cost of returning the equipment should be agreed between the parties in a case by case basis.

1. **Collection and Delivery of Equipment**

Expenses incurred in connection with the handling and transfer of the equipment will be the responsibility of the Recipient. If the new host institution fails to remove the property within three months, the Lender reserves the right, upon written notice to the Recipient, to reallocate responsibility, sell or otherwise dispose of the equipment.

1. **Obligations of the Recipient**

The Recipient agrees to care for the loaned equipment using the same degree of care that it exercises with regard to other equipment in its custody, including taking responsibility for any maintenance or repair required for the correct functioning of the loaned equipment.

The Recipient will operate the loaned equipment in accordance with any operating instructions issued for it and for the purpose it was designed, and no modifications to the equipment will be performed without first obtaining the Lender’s written approval.

For the duration of this agreement the recipient agrees to indemnify and hold harmless the Lender, its agents, servants, and employees from any and all loss, damage, liability or expense, including attorney’s fees, including but not limited to all claims for damages on account of or reason of bodily injury, including death, which may be sustained or claimed to be sustained by any person, and all damages to property, caused by or in connection with the Recipient’s use, possession, ownership, or future disposal of the equipment.

The recipient is not authorized to transfer the equipment to a third party without the written permission of the Lender.

1. **Obligations of the Lender**

Lender shall provide the Recipient with operating, maintenance and servicing instructions as appropriate and/or available.

The Lender shall have no obligations for the repair, maintenance, or for any other obligations with respect to this equipment for the period of the loan.

1. **Financial considerations and access to the equipment.**

The transfer of equipment from the Lender to the Recipient will be free of charge based on the understanding that the Lender’s employees will be able to access the equipment when such is not used to its full capacity.

Should the Recipient implement an access framework to the equipment including access charges to the equipment, in order to ensure the financial sustainability of such in the long term, the Lender employees should be subject to the same conditions as the employees of the Recipient institution with regard to such access charges.

1. **Description of Equipment:** [To be completed in each case]

For Dublin City University

Name of Contact Person:

Authorised Signatory

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

Date:

Contact Details:

Address/Phone Number/ Email

For **[Insert name of the Recipient**]

Name of Contact Person for the Recipient:

Authorised Signatory

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

Date:

Contact Details:

Address/Phone Number/ Email