



EQUIPMENT LOAN  
to  
TEXAS A&M AGRILIFE

**THIS EQUIPMENT LOAN AGREEMENT** (“Agreement”) is made on \_\_\_\_\_ (“Effective Date”) between \_\_\_\_\_ (“Lender”), and Texas A&M AgriLife \_\_\_\_\_ (“AgriLife”), a member of The Texas A&M University System (“System”), an agency of the State of Texas.

The parties, for adequate consideration received, agree as follows:

1. **Purpose.** The purpose of this Agreement is to loan Equipment (defined below) to AgriLife for the following use and/or purpose (collectively “Purpose”):  
\_\_\_\_\_.

2. **Equipment.** The Lender desires to contribute to the progress of AgriLife and agrees to lend the following pieces of equipment to AgriLife for use in connection with the Purpose (collectively “Equipment”). The Lender gives temporary custody of the Equipment to AgriLife for this Purpose, on a no-cost, no fee basis, and AgriLife accepts custody and possession of the Equipment subject to the terms and conditions of this Agreement.

Description of Equipment

Serial number or Identification

<u>Description of Equipment</u>	<u>Serial number or Identification</u>

3. **Title.** The Equipment will remain the sole and exclusive property of Lender and AgriLife has no right, title, or interest in the Equipment other than as expressly provided in this Agreement. AgriLife may not assign this Agreement, and may not sell, loan, lien, charge, or otherwise encumber the Equipment in any manner. \_\_\_\_\_ will have custodial responsibility for the loaned Equipment while it is in AgriLife’s possession.

4. **Results.** AgriLife retains ownership of any research results involving the Equipment, including any results that contain or are derived from the use of the Equipment as well as any associated intellectual property rights therein including patents and copyrights.

5. **Publication.** This Agreement will not be interpreted to prevent or delay publication of research findings resulting from the use of the Equipment. AgriLife agrees to provide appropriate acknowledgement of the source of the Equipment in all publications as scientifically appropriate.

6. **Location.** AgriLife will store the Equipment at the facilities and property located at \_\_\_\_\_ (“Location”). AgriLife may relocate or remove the Equipment from Location to other property or facilities owned, leased, or controlled by AgriLife or System, but may not relocate the Equipment to property not owned, leased, or controlled by AgriLife or System unless Lender agrees in writing.

7. **Transportation.** \_\_\_\_\_ assumes responsibility for transportation of the Equipment to AgriLife Location and their return to Lender including any associated costs.



8. **Care.** Equipment use and care shall comply will all applicable federal and state laws. AgriLife shall exercise prudent care and maintenance of Equipment while in AgriLife’s possession during the term of this Agreement. The current functional condition of the Equipment will be determined by Lender and forwarded to AgriLife in writing following the execution of this Agreement. AgriLife will not be responsible for any existing damage to or problems with the Equipment prior to receipt. However, repairs and maintenance required by the Equipment during the period of the loan shall be the full responsibility of AgriLife. AgriLife will take reasonable care of the Equipment but will not be responsible for damage to or loss of Equipment caused by fire or Act of God, nor will AgriLife reimburse Lender in case of any such loss.

9. **Access.** Lender may inspect the Equipment at reasonable times to determine if AgriLife is properly caring for the Equipment.

10. **Notice:** Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The parties may change their respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

	<u>Lender</u>		<u>AgriLife</u>
Attn:		Attn:	AgriLife Contract Office
Address:		Address:	2147 TAMU College Station, TX 77843-2147
Phone:		Phone:	979-845-7879
Email:		Email:	<a href="mailto:contracts@ag.tamu.edu">contracts@ag.tamu.edu</a>

11. **Indemnification.** The Lender agrees to indemnify and hold harmless for any and all purposes AgriLife, the System, the Board of Regents for the System, and their members, officers, servants, agents, volunteers, or employees (“Releasees”) from any and all liabilities, claims, demands, injuries, or damages, including court costs and attorneys’ fees and expenses, that may be sustained by the Lender while the Equipment is in the custody and possession of the Releasees or while on the premises owned or leased by the Releasees, and for any fees and expenses sustained by Lender for maintenance, repair, or replacement of the Equipment, and also including injuries sustained as a result of the sole, joint, or concurrent negligence, negligence *per se*, statutory fault, or strict liability of the Releasees. The Lender understands this waiver does not apply to injuries caused by intentional or grossly negligent conduct of Releasees.

12. **Insurance.** AgriLife is self-insured for Workers’ Compensation Insurance provided by Chapter 502 of the *Texas Labor Code*. The liability of AgriLife for personal injury and property damage is controlled by the *Texas Tort Claims Act, V.T.C.A. Civil Practice and Remedies Code*, Chapter 101, Section 101.021. Following this limited exposure, AgriLife as a state agency, is protected by the doctrine of sovereign immunity, and as such, is self-insured up to the limits required by law.

13. **Addition restrictions or additions.**

\_\_\_\_\_

14. **Term.** This Agreement begins on the Effective Date and shall terminate on \_\_\_\_\_ unless terminated earlier as provided herein.



- 15. **Termination.** This Agreement will terminate on the earliest of the following:
  - a) Either party may terminate this Agreement by giving the other party thirty (30) days advance written notice;
  - b) The date specified under Section 14; or
  - c) In the event that the Lender reasonably believes that AgriLife is not properly using or caring for the Equipment, the Lender may terminate this Agreement immediately or, in the Lender's discretion, specify to AgriLife a period of time during which AgriLife must rectify any reasonable issues raised by the Lender.
  
- 16. **Governing law.** The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement. Venue for any claim arising out of or related to this Agreement must be as provided by Texas law.
  
- 17. **Privileges and Immunities.** AgriLife is an agency of the State of Texas and nothing in this Agreement waives or relinquishes AgriLife's right to claim any exemptions, privileges, and immunities as may be provided by law.
  
- 18. **Entire Agreement.** This Agreement is the entire agreement of the parties relating to this subject matter and supersedes all prior and contemporaneous agreements and understandings relating to this subject matter. This Agreement may only be amended or superseded by a written agreement signed by authorized representatives of both parties.
  
- 19. **Counterparts & Electronic Signatures.** The parties agree that an electronic signature generated by DocuSign or other similar system or a scanned signature on a PDF may be used for any and all purposes for which an original signature may have been used. This Agreement may be executed in separate counterparts, each of which when so executed and delivered will be an original, and which, when taken together, shall constitute one and the same instrument.

The parties have executed this Agreement on the date(s) written below.

Texas A&M AgriLife

LENDER:

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

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

Recommended approval (AgriLife Dept. Head):

By: \_\_\_\_\_  
 Name:  
 Title: Department Head  
 Department Name:  
 Date: