

## EQUIPMENT LOAN AGREEMENT

This Equipment Loan Agreement ("Agreement") is entered into as of  
the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Effective Date")

BETWEEN:

XXXXX [NAME, INC. INFO., ADDRESS];

(hereinafter called "**LESSOR**")

And:

**TRIUMF INC.**, a registered charity and a not-for-profit corporation incorporated under the laws of Canada, with a place of business at 4004, Wesbrook Mall, Vancouver, British Columbia, Canada, V6T 2A3  
(hereinafter called "**LESSEE**")

(hereinafter individually referred to as a "**Party**" or collectively as the "**Parties**")

TRIUMF wishes to perform [Please fill in a description for the experiment] as part of a Collaborative Project (the "Collaborative Project") and requires leasing an equipment for the Collaborative Project. In consideration of lease for use of equipment set forth below, LESSOR and LESSEE hereby agree to the following:

### Article 1. Equipment for Loan

1.1 LESSOR shall lease the equipment listed in Schedule A attached hereto (hereinafter referred to as "the **Equipment**") to LESSEE.

### Article 2. Period

2.1 The period of lease for use shall be from [DATE] to [DATE] (the "**Term**"). However, the Term may be extended for an additional period, based on mutual consultation and written agreement between the Parties.

### Article 3. Intended Use

3.1 LESSEE shall be permitted to use the Equipment for the purpose of conducting non-commercial scientific research only.

### Article 4. Installation Site and User

4.1 LESSEE shall install the Equipment and designate the responsible manager for the use and maintenance of the Equipment as follows:

**Installation Site:** TRIUMF, Vancouver, B.C., Canada

**Manager:** [NAME][TITLE][AFFILIATION]

#### **Article 5. Rent and Other Costs**

5.1 The Equipment shall be leased at no charge.

5.2 **Option 1**

LESSOR shall be responsible for shipping preparation and transportation, including all packaging and related customs and shipping costs, of the Equipment to the Installation Site.

**Option 2**

However, LESSEE shall, prior to taking possession of the Equipment, be responsible for and bear all the costs and expenses of storage, shipping preparation and transportation, including all packaging and related customs and shipping costs, of the Equipment that are incurred after the Effective Date first written above.

5.3 Upon taking possession of the Equipment at the Installation Site, LESSEE shall bear all the costs and expenses required for its maintenance and operations, including but not limited to replacement parts, materials and labour costs. Notwithstanding the foregoing, LESSOR shall continue to bear the costs and expenses for any taxes or outstanding payments owing to third parties relating to the ownership of the Equipment, if any.

#### **Article 6. Modification of the Original Condition**

6.1 LESSEE must issue a written request and obtain LESSOR's written consent prior to modifying the Equipment.

6.2 Upon receiving LESSOR's written consent, LESSEE shall take the responsibility for modifications and bear all costs required as well as all expenses incurred in association with the modification(s).

#### **Article 7. Repairs**

7.1 In the event the Equipment is damaged or becomes faulty, LESSEE shall immediately notify LESSOR.

7.2 The costs required to repair the damage or failure due to reasons attributable to LESSEE shall be borne by LESSEE.

7.3 In the event the Equipment is damaged or becomes faulty due to reasons not attributable to LESSEE, and LESSOR determines that repairs are necessary for the upkeep of the Equipment, LESSOR shall be responsible for the costs of the repairs.

7.4 In the event that the Equipment is damaged beyond repair and the Parties determine upon mutual consultation and agreement that it should be disposed of, the Parties shall consult with each other and mutually agree on the Party responsible for and percentage share of all costs of disposal.

#### **Article 8. Prohibition of Transfer of Rights, Sublease and Non-permitted Uses**

8.1 The title to the Equipment shall remain with the LESSOR while the Equipment shall remain with the LESSEE throughout the duration of the Collaborative Project.

8.2 LESSEE shall not commit the following acts without obtaining LESSOR's written consent in advance.

(1) Transfer the leasing rights of the Equipment to a third party or use the rights as collateral.

(2) Sublease all or part of the Equipment to a third party or allow others to use the Equipment for any reason without the prior written consent of LESSOR.

(3) Provide the Equipment for use other than what is permitted in Article 3.

#### **Article 9. Onsite Inspection**

9.1 In the event where LESSOR deems it necessary to enter the premises of LESSEE to inspect the Equipment for administrative purposes, LESSOR shall provide LESSEE with at least fifteen (15) days' advanced written notice and shall make the appropriate arrangements for such inspection(s).

#### **Article 10. Compliance Obligation**

10.1 When using the Equipment, LESSEE shall comply with all applicable laws and regulations in its jurisdiction, which may include but is not limited to those laws and regulations related to safety, pollution control and environmental protection, controlled goods and export controls, as well as instructions from related government agencies concerning agreements with local residents.

#### **Article 11. Exclusion of Warranties**

11.1 LESSEE acknowledges that there are no representations, warranties or conditions, express or implied, oral or written, collateral or otherwise, made by

or on behalf of LESSOR or operating in favour of LESSEE with respect to any aspect of the Equipment, its condition, durability, capacity, performance or suitability for any particular use intended by LESSEE.

#### **Article 12. Liability and Indemnification**

- 12.1 LESSOR will not be liable to LESSEE whether arising under contract, tort, strict liability or otherwise, for any loss, claims, demands, costs, damages or expenses of any kind or nature caused, directly or indirectly, by the LESSEE's use or maintenance of the Equipment, or by any interruption of service or loss of use thereof, or for any loss of business or damage whatsoever or howsoever caused.
- 12.2 LESSEE will indemnify and hold harmless LESSOR from and against any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees (together the "**Damages**") for any property damage or personal injury arising out of, connected with, or resulting from LESSEE's use and operation of the Equipment during the Term, including, without limitation, the delivery, installation, possession, alteration, addition, improvement, or return of the Equipment, except to the extent that such Damages are caused by LESSOR's gross negligence or willful misconduct.

#### **Article 13. Insurance**

- 13.1 If requested in writing by LESSOR, LESSEE will, at its sole expense insure the Equipment against loss or damage by fire and such other risks as LESSOR may specify for not less than its replacement cost.
- 13.2 Upon request, LESSEE will provide LESSOR with a certificate of insurance.

#### **Article 14. Return of the Equipment**

- 14.1 LESSEE shall return the Equipment at its own expense within three months of the expiration of the Term. However, in the event where the Term is extended, LESSEE shall return the Equipment within three months of the expiration of the extended Term.
- 14.2 LESSOR may request that LESSEE return the Equipment prior to the expiration of the Term. In this case, LESSEE shall return the Equipment within three months of LESSOR's request and at LESSOR's expense to the location specified by LESSOR.
- 14.3 If the Equipment has been modified, LESSEE shall restore it to the original

condition at its own expense prior to returning it. However, this shall not apply in the case where LESSOR requests for return of the Equipment prior to the expiration of the Term, as well as in the case where LESSOR determines that it is not necessary to restore the Equipment to its original condition.

**Article 15. Termination**

- 15.1 In the event where LESSEE breaches this Agreement, LESSOR may immediately terminate this Agreement in writing. In this case, the termination will not preclude LESSOR from making a claim for damages.
- 15.2 In the event where LESSOR requires the Equipment to be returned prior to expiration of the Term or LESSEE's purpose for use stipulated in Article 3 of this Agreement is concluded, this Agreement may be terminated through mutual consultation and written agreement by the Parties. In this case, LESSOR shall not make a claim for damages.
- 15.3 This Agreement shall terminate upon TRIUMF's receipt of additional funding (the "Funds") for the Collaborative Project. The terms of this Agreement shall be superseded by the terms of the Funds and parties will enter into a new agreement to meet the terms of the Funds.

**Article 16. Mutual Consultation**

- 16.1 Matters not set forth in this Agreement as well as doubts concerning any provision in this Agreement shall be settled as needed through mutual consultation in good faith between the Parties.

**Article 17. Notices**

- 17.1 A written notice or communication under this Agreement may be sent by (a) personal delivery, (b) prepaid registered mail or (c) email transmission, to the addresses listed below. Notices delivered personally shall be effective upon receipt. Notices sent by prepaid registered mail shall be deemed effective ten (10) business days after they have been deposited in the mail, properly addressed and with proper postage. Notices that are emailed will be effective on the date emailed, if promptly followed by an electronic confirmation of receipt.

LESSOR	LESSEE
Attention:	Attention:
Address:	Address: 4004 Wesbrook Mall, Vancouver, BC V6T 2A3, Canada
Email:	Email:

**Article 18. Governing Law**

- 18.1 This Agreement shall be construed in accordance with and governed by the Laws of the Province of British Columbia, Canada and the federal laws of Canada applicable therein. The Parties attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.
- 18.2 Parties agree that the Equipment may be subject to the Canadian laws and regulations controlling the import and export of technical data, computer software, laboratory prototypes, and other commodities. Accordingly, the LESSEE's obligations under this agreement are subject to compliance with the Canadian import and export laws.

**Article 19. Entire Agreement**

- 19.1 This Agreement contains the entire understanding between the Parties relating to the subject matter hereof and supersedes all prior and collateral communications, reports and understandings between the Parties. No change, modification, alteration, or addition to any terms in this Agreement shall be binding unless in writing and signed by the Parties.

**Article 20. Assignment**

- 20.1 Neither Party shall assign this Agreement, including by operation of law, without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned, delayed or denied.

**Article 21. Counterparts**

- 21.1 This Agreement may be executed in separate counterparts (as evidenced by an electronic or original signature), each of which so executed and delivered will constitute an original, but all such counterparts will together constitute one and the same instrument. Any such counterpart may comprise one or more duplicates or duplicate signature pages any of which may be executed by less than all of the Parties provided that each Party executes at least one such duplicate or duplicate signature page. Original, electronic and PDF signatures are equally valid.

**Signature page to follow**



In witness whereof, the Parties hereto have executed this Agreement in duplicate on the Effective Date first written above, and each Party shall keep one copy of the original.

<b>By an Authorized Official of LESSOR:</b>	<b>By an Authorized Official of LESSEE:</b>
<b>Signature:</b> _____	<b>Signature:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____
<b>Name:</b>	<b>Name:</b> Jim Hanlon
<b>Title:</b>	<b>Title:</b> Chief Administrative Officer

**Schedule A: List of Equipment**

<b>Item No.</b>	<b>Qty.</b>	<b>Property No.</b>	<b>Serial No.</b>	<b>Property Description</b>	<b>Acquisition Cost</b>	<b>Acquisition Date</b>	<b>Est. Value at Effective Date</b>
1.					CAD \$		
2.							
3.							