



NATIONAL RADIO ASTRONOMY OBSERVATORY
ASSOCIATED UNIVERSITIES, INC.

PROPERTY LOAN AGREEMENT

P.O Box 2
Green Bank, WV 24944-0002
304-456-2011

520 Edgemont Road
Charlottesville, VA 22903-2475
434-296-0211

P.O. Box O
Socorro, NM 87801-0387
575-835-7000

Nueva Costanera #4091
Floor 5, Office#502, Comuna Vitacura
Santiago, Chile
011-56 2 2109600

Borrower \_\_\_\_\_ Date Loaned \_\_\_\_\_

Address \_\_\_\_\_

is authorized to remove the following from the site:

Table with 4 main columns: Description of Item, Serial Number, NRAO Tag#, Item Cost. Sub-headers for Condition\*: Good, Fair, Poor.

\*Note any damage or defects here: \_\_\_\_\_

Justification for offsite use: \_\_\_\_\_

Transportation paid by: NRAO [ ] Borrower

Duration of Loan: Less than six months.....[ ]
Six months to one year...[ ]

This agreement sets the terms and conditions applicable to the loan of the above-described property. The Borrower has read and agrees to the Terms and Conditions on the reverse side of this form. A shipping request form must accompany completed loan agreement form.

Approved \_\_\_\_\_ Date \_\_\_\_\_ Borrower \_\_\_\_\_ Date \_\_\_\_\_
(Division Head)

Site Property Mgr. \_\_\_\_\_ Date Returned \_\_\_\_\_ Received by \_\_\_\_\_

## **Property Loan Agreement Terms and Conditions**

1. The property that is the subject of this agreement is the property of the United States Government.
2. The Borrower agrees to:
  - a. Assume full responsibility for the property, commencing up on removal from the NRAO Site and continuing until the property is returned to the Issuer.
  - b. Make no changes or modifications to the property, without written approval of AUI and to return the property in the same condition as when loaned, except for ordinary wear and tear. Where any such changes or modifications are made, AUI may require, at its election, the restoration of the loaned property to the state in which it existed when loaned.
  - c. Permit inspection of the property at reasonable times at its location by the responsible NRAO Site Property Manager or an authorized representative.
  - d. Use the property solely for the purpose set forth on the front of this Agreement.
  - e. Not copy items(s) of licensed computer software for any purpose, or to allow it to be used or copied by a third person without the express written permission of AUI.
  - f. Notify the NRAO Division Head promptly of loss, damage, or need for repairs and/or maintenance. AUI does not accept responsibility of repairs or replacements in all cases. The borrower assumes responsibility for repair or replacement unless waived by AUI.
3. Property is said to be in good and working condition at the time of the loan, except as noted on the front under "Description," however, neither the United States Government nor AUI makes any warranty or accepts any liability, either implicitly or explicitly, for the functioning of this property.
4. The Borrower assumes entire responsibility and liability for losses, expenses, damages, and claims for personal injury (including death) or damages to property, sustained or said to have been sustained in connection with, or arising from the use of the loaned property. The Borrower shall indemnify and hold harmless Associated Universities, Inc., the United States Government, and the agents, servants, and employees of either from any and all losses, expenses, damages, demands and claims and shall defend any suit or actions brought against them based on any such alleged injury or damage, and shall pay all damages, costs and expenses, including attorney's fees, in connection therewith.
5. Acceptance of return of the loaned property shall not constitute a waiver of any rights that the AUI or the United States Government may have against the Borrower arising from the loan of said property.
6. AUI retains the right to recall or inspect this property at any time.