



*inclusive design institute*

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# Equipment Loan Agreement

**Between OCAD University and IDI Partner Organizations**

All in accordance with the Inter-Institutional Agreement dated September 30, 2010

## **Lender**

OCAD University  
100 McCaul Street, Toronto, ON  
5MT 1W1

### **LENDER REPRESENTATIVE:**

Jane Burns  
Manager, Research Services  
416 977-6000 x474  
[jburns@ocadu.ca](mailto:jburns@ocadu.ca)

### **EQUIPMENT REPRESENTATIVE:**

Iris Neher  
Inclusive Design Research Centre  
416 977-6000 x3051  
[ineher@ocadu.ca](mailto:ineher@ocadu.ca)

## **Borrower Responsibility**

### **Insurance**

The Borrower is responsible for the full cost of repair or replacement of any or all of the Equipment that is damaged, lost, confiscated, or stolen from the time the item is shipped until it has been received back at OCAD U. If the Equipment is lost, stolen or damaged, Borrower must immediately notify the OCAD U representative.

### **Use/Disclaimer**

The Borrower accepts responsibility for operating the Equipment at its sole risk.

**OCAD U DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES ASSOCIATED WITH THE EQUIPMENT AND ANY USE THEREOF, INCLUDING ANY WARRANTY OF USE FOR A PARTICULAR PURPOSE.**

Borrower agrees to use the Equipment for academic, research, government or non-profit use only, and not for any commercial use or application.

### **Delivery and Return of Equipment**

The Borrower shall be responsible for the safe packaging, export, shipping and receiving of the Equipment, including original delivery and return transportation costs. These expenses shall include all shipping costs to and from Borrower or the research location and shipping and transit insurance.

In the event OCAD U has to make arrangements for the return of the Equipment, the Borrower shall be responsible for all costs incurred by the University, including labor costs, to obtain the return of the Equipment.

### **Maintenance and Repair**

Equipment shall be returned to OCAD U in as good a condition as when received by the Borrower. During the Loan Period and prior to return, the Borrower agrees to assume all responsibility for maintenance and repair. In order to confirm that the Equipment is in good working order upon return to OCAD U, at the University's request, the Equipment shall be inspected by an approved service operation. The cost of inspection and any necessary parts, repairs or adjustments are solely the responsibility of the Borrower.

### **Indemnification**

The Borrower agrees to indemnify, defend and hold OCAD U harmless from any and all damages, losses, claims, causes of actions, expenses and liability of any nature whatsoever associated with its use of the Equipment.

## 1 Borrower Information

**Borrower name:**

**Borrower institution:**

**Phone number:**

**Email:**

## 2 Equipment Information

Equipment may be borrowed for a period of up to three months.

Borrowing times may be shortened in case of significant need or demand.

A minimum of 2 days advance notice is requested to ensure availability.

**Name of item**

Eg. macbook pro

**Quantity**

Eg. 2

**Start date**

MM/DD/YY

**End date**

MM/DD/YY

**Item code**

LENDER'S USE ONLY

### 3 Pick-up and Delivery Options

Please **select and complete one** of the following sections:

#### Pick-up equipment on start date

Items must be picked up from our location at **205 Richmond St. W, Toronto, Canada.**

Email [idi@ocadu.ca](mailto:idi@ocadu.ca) to arrange a pick-up time for items.

OR

#### Ship equipment

Equipment will be shipped either by mail or courier. Shipping will be at the borrower's risk & expense.

**Mailing address:**

**City:**

**Province:**

**Postal code:**

Please **select your preferred shipping method** from the following:

##### Ship equipment by courier *(recommended)*

Account will be billed for the cost of shipping and ensuring the equipment.

**Courier account number:**

FEDEX

UPS

PUROLATOR

OTHER:

##### Ship equipment by regular mail

**Credit card number:** *(for shipping costs)*

**Expiry date:** (MM/YY)

**Security code:**

**Cardholder's name:**

**Cardholder's phone number:**

**Cardholder's signature:**

*I authorize the IDI to charge this credit card for the cost of shipping & insuring this loan.*

## 4 Disclaimer

All software licensing rules must be followed: no duplication, one-use-per computer unless otherwise noted. All software once returned must be removed from any personal hardware. The borrower agrees to uninstall upon return of the original software.

Any online or paper registering of the software must be under IDI's name and under IDI's general email **idi@ocadu.ca**.

## 5 Borrower Signatures

### **Borrower**

By signing below I understand that I am responsible for damage or loss of the above equipment while it is in my care, custody and control.

**Signature of Borrower:**

**Date signed:**

### **Institution**

By signing below, I am giving my acknowledgement and approval for this equipment and/or software loan request.

**Signature of Institution's Principle Investigator:**

**Name of Institution's Principle Investigator:**

**Date signed:**