



Equipment Loan Agreement

I. Lender Information

Institution: Finnish Meteorological Institute (FMI)
Address: Tähteläntie 62, 99600 Sodankylä, Finland
Representative: Dr. Rigel Kivi
E-Mail: rigel.kivi@fmi.fi
Telephone Number: +358 405 424 543

Hereinafter referred to as "the Lender."

II. Borrower Information

Group: Team TUBULAR (BEXUS 26/27)
Address: Luleå University of Technology, Rymd-campus, 981 28, Kiruna, Sweden.
Representative: Georges L. J. Labrèche
E-Mail: geolab-7@student.ltu.se
Telephone Number: +4670 577 23 87

Hereinafter referred to as "the Borrower."

III. Equipment Information

The borrowed Equipment, hereinafter referred to as "the Equipment," is a coiled 300 metres stainless steel tube. The Borrower is to use the Equipment as part of an AirCore experimental setup that will collect air samples during a high altitude balloon flight under the REXUS/BEXUS programme¹ scheduled to launch in October, 2018.

¹ REXUS/BEXUS – Rocket and Balloon Experiments for University Students, <http://rexusbexus.net/>.

IV. Borrower Responsibilities

This Agreement and the responsibilities as outlined herunder are not transferable without the written approval of the Lender. By executing this Agreement, the Borrower agrees to comply with the terms set forth below:

1. Use/Disclaimer

- 1.1. The Borrower is responsible for the proper use and deployment of the Equipment.
- 1.2. The Borrower is responsible for training anyone using the Equipment on the proper use of the Equipment in accordance with any Equipment use procedures.
- 1.3. The Borrower agrees to use the Equipment for academic or research use only and not for any commercial use of application.
- 1.4. If the Equipment is lost, stolen, or damaged, the Borrower agrees to promptly notify the Lender Representative designated above.

2. Proper Care and Protection

- 2.1. The Borrower is responsible for proper care, maintenance, and protection of the Equipment.
- 2.2. The Borrower is responsible for designing experiments using the Equipment with protection of the Equipment as the primary requirement.
- 2.3. The Borrower is responsible for testing the designed Equipment protection measures.
- 2.4. The Borrower is responsible for communicating the Equipment protection test results to the Lender Representative designated above.
- 2.5. The Borrower is not responsible for Equipment damage related to hard landings. Nominally, the landing is gentle with no damage to the experiments however, on rare occasions, landing shocks up to 35g have been recorded when landing in rocky terrain.
- 2.6. The Borrower is not responsible for Equipment damage related to the unlikely event of a water landing since the experiment gondola is not watertight.

3. Delivery and Return

- 3.1. Title to the Equipment is to remain with the Lender.
- 3.2. The Borrower is responsible for the safe packaging, proper import, export, and receiving of the Equipment.
- 3.3. The Equipment is to be returned within a reasonable amount of time after the Loan Period end date agreed between the Lender and the Borrower.
- 3.4. The Equipment shall be returned to the Lender in as good a condition as when received by the Borrower.

4. Indemnification

- 4.1. In consideration for the Equipment loan, the Borrower agrees to indemnify, defend, and hold Lender 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 while under care, custody, and control of the Borrower unless due to the negligence of Lender.

5. Amendment/Modification

5.1. This Agreement cannot be amended or modified except by an instrument in writing signed by both parties. Any attempt to do so except in accordance with this paragraph shall be void.

6. Force Majeure

6.1. The Borrower is not responsible to Lender for any loss, damage, or failure to perform if occasioned by fire, flood, explosion, windstorm, riot, war, transportation difficulty, or any other cause beyond the reasonable control of the Borrower.

In witness whereof, the parties have executed this Agreement effective as of the date of the last party to sign this Agreement below.

Authorized Borrower Representative

Signature:

Name: Georges L. J. Labrèche

Title: Project Manager (Team TUBULAR)

Date:

Authorized Lender Representative

Signature:

Name: Dr. Rigel Kivi

Title: Senior Scientist

Date: