

EQUIPMENT & MATERIAL TRANSFER AGREEMENT
(for outgoing items)

This Equipment & Material Transfer Agreement ("**Agreement**") is dated for reference _____
made by and BETWEEN:

The University of Northern British Columbia, having its administrative offices at 3333 University Way, Prince
George, BC, V2N 4Z9 (the "**University**")

AND

_____, located at:
(provide legal name of the Recipient of the Property)

_____ (the "**Recipient**")
(provide the address for the Recipient of the Property)

- A. WHEREAS, the Recipient is interested in receiving from the University certain equipment and material(s)
("**Property**"), defined below; and,
- B. WHEREAS, the University is interested in allowing the Recipient to use the Property for the purposes
described below.

NOW, THEREFORE IN CONSIDERATION of the premises and of the mutual covenants herein set forth, the
parties hereto have covenanted and agreed as follows:

1. Definition of Property

The Property being provided by the University, through its designate:

(provide the name and contact information for UNBC's designate)

The Property being provided to the Recipient's designate:

(provide the name and contact information for the Recipient's designate)

University's Initials: _____

Recipient's Initials: _____

Page 1 of 5

5. Restrictions on use of the Property

The Recipient shall not, without the University's prior written consent, use the Property, directly or indirectly, for the following:

(provide a detailed description of the prohibited uses, if any)

6. Delivery and Return of the Property

Upon written request by the University, the Property shall be returned or destroyed by the Recipient. The Recipient shall bear the costs for shipments of the Property from the University to the Recipient and from the Recipient back to the University. The Recipient shall bear the costs of any freight or insurance claims in transit.

7. Term and Termination

This Agreement will be in effect between _____ and _____ *(insert dates)*.
This Agreement may be terminated by either party with cause or without cause, by giving thirty (30) days written notice, or unless terminated earlier by mutual written agreement.

8. No warranty given by the University

The University makes no representations or warranties, either express or implied, with respect to the merchantability or fitness for a particular purpose of the Property. The University shall in no event be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar or like damages arising from any defect, error or failure to perform with respect to the Property, even if the University has been advised of the possibility of such damages. The University makes no representation that the use of the Property will not infringe any patent or other proprietary right.

9. Limitation of Liability and Indemnification

In no event shall University be liable to Recipient or any third party for any loss, claim, damage, or liability of any kind or nature that may arise out of or in connection with this agreement or from Recipient's use, handling, or storage of the Property.

The Recipient hereby agrees to indemnify and save harmless the University, its successors, assigns, and authorized representatives, and each of them from and against losses, claims, damages, actions, and causes of action (collectively referred to as "**Claims**") that the University may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, that arises out of errors, omissions, or negligent acts of the Recipient or their subcontractors, servants, agents, or employees under this Agreement, excepting always that this indemnity does not apply to the extent, if any, to which the Claims are caused by errors, omissions, or the negligent acts of the University, its other contractors, assigns, and authorized representatives or any other person.

This indemnity will survive the termination of this Agreement.

University's Initials: _____

Recipient's Initials: _____

Page 3 of 5

10. Insurance for Property –Equipment &/or Materials

The Recipient shall be responsible for any loss or damage to the Property while the Property is in the Recipient's care, custody, and control. The Recipient shall have in place during the Term of this Agreement the following insurance:

- a) Property Insurance in an amount not less than the full replacement cost for all property owned by UNBC in the care, custody and control of the Recipient including, if applicable, property in transit. This insurance must include UNBC as a named insured as its interest may appear, be endorsed to provide the Institution with 30 days advance written notice of cancellation.

Property insurance in the amount of the full replacement cost for the Property as herein described that is owned by the University in the care, custody, and control of the Recipient including Property in transit. This insurance must include the University as a named insured as its interest may appear with respect to the Property.

- b) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury, and property damage, and including liability assumed under this Agreement. This insurance must include:
- UNBC as an additional insured;
 - be endorsed to provide UNBC with thirty (30) days advance written notice of cancellation or material change; and
 - include a cross liability clause

11. Applicable Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia. The courts of the Province of British Columbia will have exclusive jurisdiction in relation to any legal proceedings relating to this Agreement.

The Recipient will use the Property in compliance with all applicable provincial and federal laws.

12. Entire Agreement

This Agreement sets forth the entire understanding between the parties and no modification of this Agreement shall be binding upon either party unless in writing and signed by an authorized representative of each party.

13. Notices

Either party may, from time to time, advise the other by notice in writing of any change of address of the party giving such notice and from and after the giving of such notice the address therein specified will, for the purposes of this paragraph, be conclusively deemed to be the address of the party giving such notice.

University's Initials: _____

Recipient's Initials: _____

Page 4 of 5

14. Survival

The provisions of articles 3, 4, 5, 9, 10, and 11 shall survive termination or expiration of this Agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the date first written above.

UNIVERSITY OF NORTHERN BRITISH COLUMBIA

Acknowledged:	By:
_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

By:

Name:
Title:
Date: