

TERMS AND CONDITIONS OF INCOMING LOAN AGREEMENT
(the “Agreement”)

1. **REPRESENTATIONS & WARRANTIES:** The Lender represents and warrants to The Governors of the University of Alberta (the “University of Alberta”) the following:
 - (a) the Lender is the legal and beneficial owner of the object(s) listed on Page 1 of this Agreement (“Objects on Loan”),
 - (b) the Lender has full right and authority to lend the object(s) on Loan to the University of Alberta,
 - (c) the Lender is the owner and holder of all copyright interests (if any) in the objects on Loan, unless otherwise specified on Page 1 of this Agreement, and (if applicable) that the information in the attached Copyright License is true and correct,
 - (d) the history of the Objects on Loan as provided in this Agreement is true and correct.

2. **OWNERSHIP AND USE:** The Objects on Loan shall be documented as a temporary loan to the University of Alberta and shall remain the property of the Lender. The Lender shall notify the University of Alberta immediately in the event the ownership of the Objects on Loan changes during the term of this Agreement, such new owner to be bound by the terms hereof. The University of Alberta shall use the Objects on Loan solely for the purposes indicated on page 1 of this Agreement; and the University of Alberta shall have the right to reproduce, transmit, and display the whole or any part of the image of the Objects on Loan by any means, device or process (examples include, but are not limited to photographs, slides, film, videotapes, and digital forms, and transmission via television, intranet or the Internet) to the public for identification, research, education, exhibition and promotional purposes. Where applicable, the University of Alberta shall credit the Lender as indicated in the credit line specified on page 1 of this Agreement. Any reproduction of any image of the Objects on Loan made under this Agreement shall be the property of the University of Alberta.

3. **TEMPORARY WITHDRAWAL:** The Lender may withdraw any part of the Objects on Loan for a specified length of time to be agreed upon by the Lender and the University of Alberta at the time of withdrawal. All of the obligations of the University of Alberta pursuant to this Agreement shall cease during the period of any withdrawal by the Lender of an Object on Loan.

4. **CONDITION AND REPAIR:** The Lender and the University of Alberta shall agree upon the condition of the Objects on Loan upon receipt by the University of Alberta by completing a condition report in the form attached hereto. The University of Alberta will also complete and provide to the Lender a condition report prior to return of the Objects on Loan. All Objects on Loan shall remain in the same condition during the term of this Agreement and the University of Alberta will provide the same care and protection afforded to objects in its own collections. The University of Alberta shall not clean,

repair or alter the Objects on Loan without the prior written consent of the Lender. Information gathered by the University of Alberta during the examination of the Objects on Loan shall remain confidential unless released by specific written consent of the Lender.

5. **TRANSPORTATION:** The Lender is responsible for all costs and liability relating to the transportation of the Objects on Loan to and from the University of Alberta, unless otherwise agreed in writing by the University of Alberta. The Lender is responsible to ensure that the Objects on Loan are properly packed and stored for transportation to the University of Alberta. The University of Alberta is responsible to ensure that the Objects on Loan are properly packed for pick-up and transportation from the University of Alberta.
6. **INSURANCE:** The University of Alberta will provide multi-perils insurance coverage for the Objects on Loans for the term of this Agreement and/or until the Objects on Loan are picked-up for transportation at which time to the University of Alberta has no further liability for the Objects on Loan. This insurance coverage protects the Objects on Loan against all risks of direct physical loss or damage while at the University of Alberta, subject to the limits of liability set out in the policy.
7. **EXCLUSION OF LIABILITY:** The Lender acknowledges that under no circumstances shall the University of Alberta be liable for costs, damages, losses or theft of the Objects on Loan resulting for any reason (other than the gross negligence of the University of Alberta) including without limitation, costs, damages, losses or theft from the following:
 - (a) failure of the Lender to adequately prepare the Objects on Loan for transport to or from the University of Alberta;
 - (b) Lender's directions in relation to installation or dismounting;
 - (c) Lender's instructions to display fragile Objects on Loan without protection by glass or other means;
 - (d) any damage or loss during the course of transportation to or from the University of Alberta;
 - (e) any failure of utilities which prevents the University of Alberta from providing appropriate environmental conditions.

The University of Alberta shall advise the Lender in writing of any damage, loss or theft of the Objects on Loan, as soon as reasonably possible. In the event of damage or loss during transport to the University of Alberta, the University of Alberta shall retain all packing and related materials for view by the Lender.

8. **INDEMNIFICATION:** The Lender shall:
 - (a) be liable to the University of Alberta for:

- (b) indemnify and hold harmless the University of Alberta, its agents, board members, advisors and employees from and against;

any and all liabilities, claims, suits or actions, costs, damages and expenses (including costs as between the solicitor and his own client) which may be brought or made against the University of Alberta or which the University of Alberta may pay or incur as a result or in connection with:

- (i) any breach, violation or non-performance or any covenant of the Lender contained in this Agreement;
 - (ii) any failure by the Lender to observe the requirements of any laws of the Province of Alberta, Canada, and applicable international conventions and treaties in relation to the Objects on Loan;
 - (iii) any misrepresentation by the Lender contained in this Agreement.
9. **TERMINATION:** Either party may terminate this Agreement upon 60 days prior written notice to the other party, such notice to be delivered, in writing, to the Lender at its address specified on Page 1 of this Agreement or to the University of Alberta at _____ . The University of Alberta shall return the Objects on Loan to the Lender within 60 days after the expiry or termination of this Agreement, such Objects on Loan to be returned to the address of the Lender specified herein unless otherwise notified by the Lender in writing. If the University of Alberta is unable to return any items for any reason beyond its control, including the improper address or the unavailability of the Lender, the University of Alberta shall have no further liability to the Lender or any party claiming through the Lender for the Objects on Loan after the expiry of such 60 day period. The Lender acknowledges that if the University of Alberta is unable to return any items as indicated, then upon the expiry of the 60 day period, ownership of the Objects on Loan shall transfer to the University of Alberta. Thereafter, the University of Alberta at its option may either dispose of the Objects on Loan in any matter it determines or retain the Objects on Loan for its own purposes.
10. **MISCELLANEOUS:** This Agreement shall be binding upon the parties hereto and their respective successors, legal representatives and assigns. Time shall be of the essence of this Agreement. The laws in force in the Province of Alberta shall govern this Agreement.