

**NATURAL SCIENCES OUTGOING LOAN AGREEMENT FORM**

**BETWEEN: THE GOVERNORS OF THE UNIVERSITY OF ALBERTA, "LENDER"**

Unit: \_\_\_\_\_  
 Name of Registered Collection: \_\_\_\_\_  
 Name and Title of Authorized Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**AND "BORROWER"**

Institution Name: \_\_\_\_\_  
 Name and Title of Authorized Representative: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
 Phone: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

**DESCRIPTION OF OBJECT(S) ON LOAN**

Accession/ Catalogue Number	Object Description	Quantity/ Number of specimens	General Condition
		Total number of Specimens	

Hereafter referred to as "Loaned Object(s)"  continuation sheet

Loaned Object(s) require an export permit

**PURPOSE(S) OF LOAN**

- |  |   |
|--|---|
| <input type="checkbox"/> display                     | <input type="checkbox"/> for study by _____ |
| <input type="checkbox"/> research                    | <input type="checkbox"/> conservation       |
| <input type="checkbox"/> examination at your request | <input type="checkbox"/> education          |
| <input type="checkbox"/> examination at our request  | <input type="checkbox"/> Other _____        |
| <input type="checkbox"/> for identification          |   |



**DURATION OF LOAN**

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From: \_\_\_\_\_ (YY/MM/DD)

To: \_\_\_\_\_ (YY/MM/DD)

Location of specimens during loan: \_\_\_\_\_

**TERMS OF THE LOAN**

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**1. General Conditions**

- 1.1. The Lender agrees to permit the Borrower to borrow the Loaned Object(s) upon the terms and conditions herein set out. The Borrower agrees to the terms laid out in this document, as well as any additional terms or conditions provided in writing to the Borrower by the Lender.
- 1.2. If the Borrower wishes to request a change in the dates, schedule or other conditions of the agreement, they must submit the request in writing to the Lender for approval at the address specified on the front of this agreement.
- 1.3. The Loaned Object(s) shall be kept at the location specified on the front of this Agreement. The Borrower shall not lend the Loaned Object(s) to any third party or affiliate of the Borrower nor shall it permit the Loaned Object(s) to be kept at any location other than the location set out herein.

**2. Care and Handling, Installation and Display of the Loaned Object(s)**

- 2.1. Only qualified members of the Borrower's staff are to pack, unpack or otherwise handle the Loaned Object(s). The Borrower is to make every effort to prevent loss or damage to the Loaned Object(s). The Loaned Object(s) is not to be conserved, fumigated, repaired, reinforced or otherwise altered in any way without the written permission of the Lender. The borrower agrees that no preparation or destructive sampling will be carried out on the specimens without prior written permission from the Lender.

**Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_

- 2.2. The Lender will identify any objects not in good condition prior to delivery. The Lender requires that the borrower verifies the contents of the consignment, and its condition, upon its arrival and acknowledges receipt. The Borrower is required to notify the Lender immediately upon noticing a change in the condition of the Loaned Object(s).
- 2.3. Damages of any kind, either to the Loaned Object(s) or shipping and packing materials, regardless of circumstances or responsibility, shall be reported immediately to the appropriate Lender's representative.
- 2.4. If the loan is intended for exhibition, the Borrower will provide a written outline of the planned method of mounting and displaying the Loaned Object(s) to the Lender for approval based on the sensitivities of the Loaned Object(s).

2.5. **Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**3. Facilities and Security**

3.1. The Borrower must protect the Loaned Object(s) from all risks, including without limitation, theft, fire, flood, exposure to harmful levels of light or environment, pests, dirt and handling by untrained persons.

**Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_

**4. Packing and Transportation**

4.1. Packing and transportation shall be by safe methods approved in advance by the Lender. Damages occurring during transit shall be reported to the Lender immediately.

4.2. Specimens will be shipped by secure means for both outgoing loan and the return, and the cost will be the responsibility of the Borrower.

**Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_

4.3. All Loaned Object(s) shall be returned at the same time unless otherwise specified in 7.1, and in their packaging materials as loaned, or using a reasonable substitute.

**Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_

**5. Insurance, Liability and Indemnity**

5.1. If insurance coverage is deemed necessary the Borrower will, at its own expense, provide insurance coverage on the Loaned Object, in the amount identified in this Agreement which is the stated and agreed value for insurance purposes of the Loaned Object(s). This insurance coverage will include coverage for theft, vandalism, damage by fire, water, acts of nature including but not limited to snow and rain storms, floods, earthquake, lightning and sudden and accidental environmental loss. The borrower shall be required prior to shipment of the Loaned Object to furnish a certificate of insurance naming The Governors of the University of Alberta as an additional insured.

5.2. The Borrower is responsible for the security and care of the Loaned Object(s) and shall be liable for any loss or damage to the Loaned Object(s) from the time it leaves the Lender premises in Edmonton, Alberta until it is returned to the Lender in Edmonton, Alberta. Any lapses in insurance coverage, any failure to secure insurance and/or any inaction by the Lender regarding notice will release the Borrower from liability for loss or damage.

5.3. The Borrower will indemnify and save harmless the Lender its directors, officers, employees or agents, from and against any and all claims, demands, actions and liabilities including but not limited to losses, damages, judgments, costs (including legal costs on a solicitor and his own client basis), and expenses incurred by the Lender and that are a result of, based upon, occasioned by or arising on the part of the Borrower its trustees, administrators, directors, officers, employees, agents, or visitors to the Borrower's premises in the execution of this agreement by the Borrower.

**Special Requirements:** \_\_\_\_\_  
\_\_\_\_\_

**6. Rights, Reproductions and Credit Lines**

6.1. Unless specified below the borrower must not produce material or photographic reproductions of the Loaned Object(s) before obtaining written approval from the Lender. Where permission



is granted, specimens may be photographed providing that the labeling is not damaged and no alteration or preparation is carried out without the prior written permission from the Lender.

**Special Requirements:** \_\_\_\_\_

6.2. Information about the Loaned Object(s) for use on labels, catalogues, publicity, publications or for any other purpose must include the full credit line as provided by the Lender.

Credit line to read: "Specimens [insert UA specimen numbers] were borrowed from the University of Alberta Museums, [insert UA collection name]."

The Borrower acknowledges the proprietary interest of the Lender in all names, trademarks, crests or logos owned by the Lender and shall not use any Lender name, trademark, crest or logo other than as specifically set out in this agreement, without the prior written consent of the Lender. If the borrowed specimens are figured or described in any publication, the University of Alberta must be acknowledged as outlined above, and should receive two reprints of that publication.

**Special Requirements:** \_\_\_\_\_

**7. Term of Loan**

7.1. Unless specified below, the Loaned Object(s) shall be returned by the Borrower at the time specified on this agreement. The Lender reserves the right to withdraw the loan at any time should the safety of the Loaned Object(s) be endangered in the opinion of the Lender, in its sole discretion. The Lender further reserves the right to request the return of the Loaned Object(s) on seven (7) days notice. No extension of the loan will be granted without the written consent of the Lender. Early termination of the agreement does not release the Borrower from any financial, insurance or indemnity obligations as set forth in this agreement.

**Special Requirements:** \_\_\_\_\_

**8. Additional Conditions:**

\_\_\_\_\_  
\_\_\_\_\_

**ACCEPTANCE OF CONDITIONS**

**THE CONDITIONS OF THIS LOAN AS STATED ABOVE ARE ACCEPTED:**

**On behalf of the borrowing institution (specify):** \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**On behalf of The Governors of the University of Alberta**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*Packed and checked by* \_\_\_\_\_

*Method of shipment* \_\_\_\_\_

*Date Shipped* \_\_\_\_\_

