

# LiRI Loan Terms and Conditions (LTC)

## 1. The Owner, Borrower and the Equipment

These terms and conditions outline the responsibilities between the Linguistic Research Infrastructure (LiRI) of the University of Zurich (henceforth, the *Owner*) and the person/organization (henceforth, the *Borrower*) borrowing equipment. The *Owner* will lend the equipment to the *Borrower* on the terms and conditions of this agreement.

## 2. Loan Period

- 2.1 The equipment will be loaned for a period of six weeks.
- 2.2 The loan period may be extended by a maximum of two weeks with the mutual consent of both *Owner* and *Borrower*.
- 2.3 After six weeks, each additional week will be charged at one sixth of the installation fee, except for EEG equipment which will be charged at CHF 150 per week.
- 2.4 No variation or amendment of this agreement will be effective unless it is made in writing, sent by post or email.

## 3. Collection and Delivery of Equipment

The *Borrower* (typically its contact person) must arrange a mutually convenient time with the *Owner* (typically its contact person) to collect the equipment on the first day of the loan period and to return it on the last day of the loan period.

## 4. Payment

- 4.1 The equipment will be billed at the rate set out in the published fees structure.
- 4.2 Any training, additional instructions in the handling of the equipment or technical support by LiRI staff will be billed at the rate set out in the published fees structure.
- 4.3 The total amount of fees for loan and instruction time will be billed to the responsible person and profit center at the end of the loan period or at the end of the next quarter.

## 5. Title and Risk

- 5.1 Title and all rights to the equipment shall at all times remain with the *Owner*. The *Borrower* acknowledges that it has no right, title or property in the equipment. The *Borrower* cannot sublet the equipment to third parties.
- 5.2 The *Owner* will have the equipment checked to ensure it is fit for purpose prior to collection. The contact persons of the *Owner* and *Borrower* will jointly examine the components and subparts of the equipment based on the entries in the appended inventory list upon collection

and return. The contact persons from both parties will sign the inventory list for mutual agreement on the function and integrity of the equipment with its components and subparts.

- 5.3 Risk of any loss or damage to the equipment will become the responsibility of the *Borrower* upon it leaving the *Owner's* possession and shall not revert back to the *Owner* until the equipment is back on the *Owner's* premises.
- 5.4. It is the *Borrower's* responsibility to ensure that the usage of the equipment adheres to the ethical requirements for research.
- 5.5 It is the *Borrower's* responsibility to read and comply with the safety instructions (if there is any) of the equipment. It is the *Borrower's* responsibility to adhere to the operation guidelines or manual of the equipment.

## 6. Cleanliness

The equipment should be appropriately cleaned (where appropriate, disinfected) prior to the loan period by the *Owner* and following the loan period by the *Borrower* to avoid risk of cross contamination.

## 7. The //Owner//'s obligations

- 7.1 Ensure that the equipment user(s) of the *Borrower* have sufficient expertise and experience in working with the equipment. Where necessary, the *Owner* provides the *Borrower* with operating, maintenance and servicing instructions as appropriate.
- 7.2 Provide the necessary information about training requirements for the correct use of the equipment.
- 7.3 Ensure the equipment has undergone function and integrity checks detailed in § 5-2.

## 8. The //Borrower//'s undertakings

- 8.1 Keep the equipment in its possession and control and ensure that it is secure against loss, damage and theft during the loan period.
- 8.2 Operate the equipment in accordance with any operating instructions issued for it and for the purpose it was designed.
- 8.3 Ensure that the equipment is used by an appropriately skilled and trained member of staff.
- 8.4 Any required maintenance and repair of equipment shall be performed by approved personnel. Ensure that relevant Health and Safety regulations are met at all times.
- 8.5 Keep the equipment in good working order, fair wear excepted.
- 8.6 Ensure that identification marks or labels on the equipment are not removed, defaced, amended, and obscured including those which identify the equipment as belonging to the *Owner*.
- 8.7 The equipment will not be modified.

## 9. Damage and loss

When there is clear evidence suggesting that damage or loss of the equipment or its components and subparts are due to the *Borrower's* imprudent operations and nonadherence to the safety and

operation instructions, the *Owner* reserves the rights to request a fair amount of compensation from the *Borrower*. Therefore the *Borrower* must take out private insurance cover.

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