

**Johns Hopkins University  
Supply Chain Shared Services**

**Equipment Loan Agreement**

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This Loan Agreement, dated \_\_\_\_\_, between Johns Hopkins University (the "University") and \_\_\_\_\_ (the "Vendor"), establishes the terms and conditions by which the Vendor will loan \_\_\_\_\_ (the "Equipment") to the University during the term of the Loan Agreement. The University will not pay fees for this loan.

**General**

This Loan Agreement and the terms and conditions of the University's Purchase Order Number \_\_\_\_\_ constitute the entire Loan Agreement between the parties. This Loan Agreement will be governed in all respects by the laws of the State of Maryland.

**Purchase of Loaned Equipment**

The University will not be obligated, under any circumstances whatsoever, to purchase the loaned Equipment from the Vendor. In the event the University chooses to purchase this Equipment, or any other piece of comparable equipment, it will adhere to all applicable University procurement policies and procedures. The Vendor will receive no special consideration in any subsequent competitive or sole source procurement of this Equipment, or any other piece of equipment.

**Purpose of the Loan**

The Equipment is provided under this Loan Agreement for the purpose of \_\_\_\_\_  
\_\_\_\_\_ within the department(s) of \_\_\_\_\_. This Equipment is/will be located in room(s) \_\_\_\_\_ at \_\_\_\_\_ (address).

**Description of Equipment**

The Equipment to be loaned is as described in University Purchase Order/Vendor Quotation Number \_\_\_\_\_. The University understands that this Equipment has not been previously used.

**Term of Loan**

The term of the loan of Equipment will be for \_\_\_\_\_ days as indicated on the referenced Purchase Order. The term will begin upon (installation) of the Equipment at the indicated location. At any time during the term of this Loan Agreement, the University may return the Equipment to the Vendor.

**Title**

Title to the Equipment will remain with the Vendor during the term of this Loan Agreement.

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**Vendor Responsibilities**

- 1) To deliver the Equipment to the University at no charge.
- 2) To set up, install, and provide instruction in proper use of the Equipment to an indicated University representative.
- 3) To provide insurance for loss or damage to the Equipment during the Term of this Loan Agreement. The University will not be liable for any loss or damage to the Equipment while on University property.
- 4) To provide all appropriate maintenance services for the Equipment during the term of this Agreement.
- 5) To arrange return of the Equipment, at no charge to the University, at the end of the term of this Agreement.

**All charges associated with Vendor Responsibilities 1-5 above shall be borne by the Vendor unless specifically set forth otherwise in this Agreement, or on the University's official Purchase Order.**

**University Responsibilities**

- 1) To provide a suitable operating environment for the Equipment.
- 2) To appoint a person who will receive the Equipment and be the primary contact for the Vendor regarding the Equipment during the term of this Agreement.
- 3) To ensure that no modifications, alterations, or adjustments are made to the Equipment during the term of this Loan Agreement unless specifically stated in this Agreement, on the University's official Purchase order, or as may be subsequently agreed by the University and the Vendor.
- 4) To furnish all supplies as required for use of the Equipment, unless specifically stated otherwise in this Loan Agreement, or on the University's official Purchase Order.
- 5) To take all reasonable measures to prevent loss or damage of the Equipment, and to locate the Equipment in a reasonably secure location within the University, as indicated in this Agreement.
- 6) To limit use of the Equipment to the faculty, students, and staff of the University, and representatives of the Vendor, unless specifically stated otherwise in this Agreement, on the University's official Purchase order, or as may be subsequently agreed by the University and the Vendor.

Agreed by:

\_\_\_\_\_  
Signature, Authorized Vendor Representative

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Brian Smith, Chief Procurement Officer  
For Johns Hopkins University

Purchase Order Number \_\_\_\_\_

\_\_\_\_\_  
Equipment Contact for Johns Hopkins University

\_\_\_\_\_  
Contact Telephone/Email

\_\_\_\_\_  
Contact Signature