

EQUIPMENT USE, STORAGE, AND MAINTENANCE AGREEMENT BETWEEN UC UNITS/DEPARTMENTS

Effective Date: _____

End Date: _____

Parties:

Equipment Owner (Equipment Owner):

(may be different from the authorized equipment user designated by the owner)

Unit/Dept. Name: _____

Affiliation/Institution: _____

Address: _____

Email: _____

Phone #: _____

Storage Location (REC):

REC Name: _____

Address: _____

Email: _____

Phone #: _____

Principal Researcher (PI):

(type "same" in Name field if same as equipment owner)

Name: _____

Affiliation/Institution: _____

Address: _____

Email: _____

Phone #: _____

Storage Costs (if applicable):

Storage Fee: _____

First Payment Date: _____

Payment Frequency: _____

Additional Authorized User(s):

(See Section 3 below)

1) Purpose and Scope

This Agreement sets forth the terms and conditions under which the equipment described below is to be used, maintained, and managed. It covers authorized usage, training requirements, liability for damages due to negligence, maintenance responsibilities, and safety protocols.

2) Equipment Description

- a. **Detailed Equipment Description:** _____
- b. **Equipment Model/Type:** _____
- c. **Serial/Identification Numbers (if applicable):** _____
- d. **Additional Accessories or Components:** _____
- e. **Stored Location of Equipment (REC):** _____

3) Authorized Users and Utilization

- a. **Primary Authorized User:**
The Principal Researcher (PI) or Equipment Owner, as identified above, shall have primary responsibility for the equipment.
- b. **Additional Authorized User(s):**
Other researchers or Facility staff (Users) may be authorized to use the equipment only after:
 - i. Completion of a formal training session approved by the Equipment Owner and/or the PI.
 - ii. Signing of Addendum A to this Agreement (see Section 5) acknowledging the terms of use and safety requirements.
- c. **Usage Restrictions:**
 - i. The Equipment Owner and/or the PI reserves the right to restrict usage to the primary authorized user if deemed necessary.
 - ii. Any intended use beyond the scope of the research project must be documented and approved in writing.

4) Training, Safety, and Coordination

a. **Mandatory Training:**

All personnel intending to use the equipment must attend and complete a training session on the proper operation, safety protocols, and maintenance procedures as provided or coordinated by the Equipment Owner and/or PI.

- i. Proof of training completion and signed acknowledgment forms must be maintained (Addendum A).

b. **Safety Standards:**

Each user agrees to comply with all safety guidelines and operational procedures.

c. **Coordination of Training:**

The Equipment Owner and/or PI shall coordinate with the designated REC to schedule and document training sessions.

- i. The Equipment Owner and/or the PI or delegated individual at the REC is responsible for developing, communicating, and enforcing safety procedures during equipment operation.

5) Addendum for Additional Users

Any additional user must complete the following:

- a. Attend the designated training session.

- b. Sign the Training Addendum (**Addendum A: Additional Authorized Users**, which can be accessed at <https://recs.ucanr.edu/>) acknowledging:

- i. Understanding of equipment operation and safety protocols.
ii. Agreement to use the equipment in a safe and responsible manner.
iii. Acceptance of liability for damages arising from negligent use.

6) Maintenance Responsibility

Routine maintenance, inspections, and repairs are the responsibility of the Equipment Owner and/or PI. Maintenance records shall be kept current and made available upon request.

7) Term and Termination

a. **Term:**

This Agreement shall commence on the Effective Date and shall continue until the End Date (the "Term"), unless terminated earlier by mutual agreement.

b. **Termination:**

Either party may terminate this Agreement by providing 30 days written notice. Upon termination, all authorized users must cease use of the equipment, and any outstanding liabilities or damage costs must be resolved.

- i. Upon termination, if no alternative storage agreement exists, the Equipment Owner or PI shall coordinate for offsite storage of the Equipment.

8) Dispute Resolution

- a. Any disputes arising from this Agreement shall be resolved through negotiation between the parties.

9) Supporting Documents

Any additional materials, reports, or supporting documentation relevant to this Agreement shall be listed in **Appendix A: Reference Attachments**. These attachments are considered part of this Agreement and should be reviewed by all responsible parties. Appendix A can be accessed online at <https://recs.ucanr.edu/>.

Signatures

By signing below, each party acknowledges that they have read, understood, and agree to the terms and conditions of this Equipment Use, Storage, and Maintenance Agreement.

PI or Primary Authorized User:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

REC Representative:

Signature: _____

Name (Printed): _____

Title: _____

Date: _____
