

# LOAN FOR USE TERMS AND CONDITIONS BMS LAB

January 2022

## Article 1. Subject of this agreement

These terms and conditions relate to the loan of goods from the University of Twente, in particular BMS Lab, as set out in the agreement concluded between the University of Twente on the one hand, and the borrower on the other ("goods").

## Article 2. Terms of the agreement

**2.1.** This agreement is concluded for a predetermined period of time.

**2.2.** When determining the term of the loan for use agreement, part of a day counts as a full day.

## Article 3. Delivery and returning

3.1. The borrower has to collect the goods from BMS Lab and return them to BMS Lab *directly* after termination of the loan for use agreement, unless the parties have explicitly agreed otherwise in writing.

3.2. The borrower has to return the goods to BMS Lab in the same condition and state as when they were received.

3.3 In cases BMS Lab deems necessary, the borrower can be required to follow a briefing or instruction prior to usage.<sup>1</sup>

3.4 Some goods are equipped with item tracking functionality. This information is only used for item localization by BMS Lab and shall not be used in any other way.

## Article 4. Inspection of the condition of the goods

4.1 The borrower is obliged to inspect the goods for defects after she/he has taken the goods into possession. In the event of faults, the borrower has to notify BMS Lab in writing within 24 hours of receiving the goods.

## Article 5. Obligations of the borrower

The borrower is obliged:

- a. To use the goods only for his studies/scientific purposes, not for private purposes;
- b. To use the goods only in accordance with the available manual;
- c. To store and maintain the goods with due care and attention;
- d. Not to make any changes to the goods;
- e. When the goods are transported to a location outside the University of Twente, but within Europe, to transport the goods in a properly sealed vehicle and to store the goods at a properly locked facility;
- f. To ensure that the goods are at all times supervised and stored safely, as well as the data obtained, in accordance with the prevailing privacy guidelines and the guidelines of the ethical committee of the faculty where the borrower studies or works;
- g. To grant persons who work for BMS Lab access to the

goods at all times;

h. To lend the goods and make them available to third parties only with the prior written consent of BMS Lab.

i. To inform BMS Lab immediately in case of errors or problems with the equipment

j. The borrower (not BMS Lab) is responsible for his / her experiment, including using sound research methods and collecting measurement data.

## Article 6. Theft and damage

**6.1.** The borrower must exercise due care so as to prevent damage to, theft or loss of the goods.

**6.2.** In the event of damage to, theft or loss of the goods, the borrower is obliged to notify BMS Lab as soon as possible, yet within 24 hours.

**6.3** Furthermore, the borrower is obliged to immediately block any use of the goods (if possible) by means of the appropriate channels.

**6.4** The borrower must immediately report any loss, theft or intentional damage by third parties to the police. The borrower must provide BMS Lab with a copy of that report.

**6.5** The borrower will fully cooperate in submitting (any) damage claim to the insurance company.

## Article 7. Liability

**7.1.** Prior to collecting the goods, the borrower submits a certificate of approval for the research for which the goods will be used, issued by the ethical committee of the faculty where the borrower works/studies. The borrower adheres to the stated prerequisites demanded by ethical and data storage guidelines.

**7.2.** BMS Lab is not liable for experiment outcomes.

**7.3.** BMS Lab is not liable for any injury to the borrower and any injury to third parties caused by the borrower as a direct or indirect result of the use of the goods, except in the case of intent or gross negligence on the part of BMS Lab.

**7.3.** When damage to, theft or loss of the goods is the result of incorrect, careless or ignorant acts by the borrower, he/she will be liable towards BMS Lab for all resulting damage.

## Article 8. Termination

The agreement can be terminated by either party with immediate effect. Obligations till that point in time remain into effect. After termination of the agreement, the borrower will immediately return the goods to BMS Lab in the same condition she/he received them in.

## Article 9. Changes

Changes and additions to the agreement and these conditions are valid only when agreed in writing by BMS Lab and the borrower.

<sup>1</sup> E.g., in the case of borrowing or specialized/sensitive equipment.