

LOAN AGREEMENT

This Loan Agreement is entered into between the Arizona Board of Regents on behalf of the University of Arizona (hereinafter University) and the following Owner:

Name: _____
Address: _____
Telephone: _____

Owner owns the Items as listed on Exhibit A and subject to the additional terms and conditions outlined in Exhibit B for virtual displays, attached to and incorporated into this Agreement, and hereby loans such Items to University for the period _____, 20__ through _____, 20__ under the following conditions:

1. The Items shall remain the property of Owner.
2. Items shall be displayed at (circle one):

University Location	Virtual	University Location / Virtual
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3. While the Items are physically displayed at the University’s location (See Exhibit A), including the period of time Items are in transit to and from University (except when transported by Owner or displayed **only** virtually), University shall exercise reasonable care to assure the security of the Items and shall be responsible for loss of or damage to the Items. University’s insurance coverage for loss of or damage to the Items shall be considered secondary to any insurance coverage available to Owner. It is understood that the University’s liability shall not exceed the coverage which it is provided through its participation in the Arizona State Risk Management Program.
4. If the installation of the Items is done by Owner, Owner shall assume liability for any damage to the Items associated with installation. If the installation of the Items is done by University, University shall assume liability for any damage associated with installation unless University has followed Owner’s instructions for installation.
5. This Agreement is subject to the provisions of Arizona Revised Statute § 38-511 regarding Conflict of Interest.
6. The parties recognize that the performance by the University may be dependent upon the appropriation of funds by the State Legislature of Arizona or the availability of funding from other sources. Should the Legislature fail to appropriate the necessary funds, if the University’s appropriation is reduced during the fiscal year, or funding becomes otherwise not legally available, the University may reduce the scope of this agreement if appropriate or cancel the agreement without further duty or obligation. The University agrees to notify the Owner as soon as reasonably possible after the unavailability of said funds comes to the University’s attention.
7. The parties comply with all applicable state and federal statutes and regulations governing Equal Employment Opportunity, Nondiscrimination, and Immigration.

ARIZONA BOARD OF REGENTS ON BEHALF OF THE UNIVERSITY OF ARIZONA

OWNER

Print Name: _____

Title: _____

Date: _____

Date: _____

EXHIBIT B

CONSENT AND RELEASE FOR VIRTUAL DISPLAY

The Owner hereby grants the University the right to virtually display the Items as described in Exhibit A.

Owner further agrees to the following terms and conditions:

1. Owner warrants that they own the Items identified in Exhibit A.
2. Owner hereby grants University a non-exclusive license to use, reproduce, display, and copy the Items as part of a virtual display produced by the Owner. Owner retains title and ownership of the Items. The University may use, publish, reproduce, distribute, or otherwise disseminate the Items for its educational, research, or promotional purposes in relation to the virtual display, in any media including websites, print, radio, television, or other existing or future-developed media.
3. Owner acknowledges that the Items will be virtually displayed on the internet. The virtual display will be accessible to any individual who wishes to view it via the internet. The University accepts no liability which may result from the virtual display of the Items, including any copying of the Items by a third party.
4. Owner agrees to release the University from any and all claims related to the virtual use of the Items. This means that Owner will not assert a claim against the University in connection with its use of the Items, or claim the University violated any of Owner's rights related to the Items.
5. Owner will not receive compensation related to the University's use of the Items nor will Owner have the right to edit or control University's use.
6. University will not make any commercial use of the Items or modify the Items, except as may be required to enable the virtual display of the Items.
7. Owner may revoke consent at any time by providing notice in writing to the Department, and such revocation will apply to any future uses of Items, but will not apply retroactively.