DUKE UNIVERSITY SHARED USAGE AGREEMENT

The purpose of this agreement is to provide a written understanding of the conditions under which the stated equipment is shared. The participants’ signatures indicate concurrence of the terms as written below.

I. EQUIPMENT

   Equipment description: ______________________________________________________________

   Model No.: ___________________ Serial No.: ___________________ Manufacturer: ___________________

   University Asset No.: ___________________ Acquisition Cost: ___________________

II. TERMS OF SHARED USE

   Beginning: _______________________________ Ending: _______________________________

   Schedule of shared use: ______________________________________________________________

   Location at which equipment is to be used by the Borrower: _______________________________

III. RESPONSIBILITIES

   A. BORROWER

      The Borrower shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of the equipment in accordance with sound business practices.

      The Borrower shall be responsible for loss or destruction of, or damage to the equipment that results from willful misconduct or lack of good faith on the part of the Borrower.

      Upon the loss, destruction of, or damage to the equipment, the Borrower shall notify the Lender. The Borrower shall repair, renovate, and take such other action with respect to the damaged equipment as the Lender directs. If the equipment is destroyed or damaged beyond practical repair, the Lender is entitled to an equitable adjustment.

      The Borrower is not responsible for the normal wear and tear of the equipment.

   B. LENDER

      The Lender is responsible for examining the equipment on return from the Borrower.

IV. EARLY TERMINATION OF AGREEMENT

   Only under very special circumstances may this Agreement be terminated prior to the Ending Date indicated in Section II Terms of Shared Use. Early termination of this agreement will be considered a change under Section V Changes. Resolution of any dispute(s) in this regard will lie with the appropriate supervisors.

V. CHANGES

   Changes which are mutually agreed upon between the Lender and the Borrower shall be incorporated in written amendments to this Agreement.

_________________________________________  __________________________________________
SIGNATURE OF LENDER (Custodian)         SIGNATURE OF BORROWER

Title: ___________________________        Title: ___________________________

Date: ___________________________        Date: ___________________________

Distribution of Copies: Lender, Borrower, Office of Sponsored Programs, Plant Accounting