

MATERIALS TRANSFER AGREEMENT
for incoming item(s)

To be used when an item(s) is being provided for demonstration or loaner purposes.

This Materials Transfer Agreement (“Agreement”) is made by and between the University of Northern British Columbia, 3333 University Way, Prince George, BC, V2N 4Z9 (“University”) and _____, located at _____, (“Provider”).

WHEREAS, the University is interested in receiving from the Provider certain material(s), defined below, for _____ (ie. demonstration, loaner) purposes; and

WHEREAS, the Provider is interested in allowing the University to use these materials for _____ purposes only.

NOW, THEREFORE, the parties agree as follows:

1. MATERIALS. The material(s) being provided to the University, by _____ (name of Provider’s contact person), are _____ (“Materials”). The value of the Materials _____.

2. RECIPIENT. Materials are being received by _____ (“University Recipient”).

3. ALLOWED USE. Materials are provided to University for University use only, for the purpose specified above. Materials shall not be transferred to a third party.

4. TERM. Materials provided to University are to be returned _____.

5. OWNERSHIP. Provider retains all rights, title and interest in and to Materials. Materials are not covered by University insurance unless otherwise requested to be additionally insured by a ryder. If requested, please provide value \$ _____ for insurance purposes. The cost for this insurance ryder is to be paid by the _____ (University or Provider)

6. LIMITATION OF LIABILITY. In no event shall the University be liable to Provider or any third party for any loss, claim, damage, or liability of any kind or nature that may arise out of or in connection with this agreement or from University's use, handling, or storage of the Materials, unless otherwise covered by a University insurance ryder and only for the value requested to be insured.

7. REGULATIONS. The Materials provided shall be in compliance with all provincial and federal regulations. All electrical equipment used at the University must have C.S.A. (Canadian Standards Association) or U.L.C. / C.U.L (Underwriters Laboratory of Canada).

8. DELIVERY. The costs for shipments to the University are the expense of the _____(University or Provider). The University is not responsible for the Materials while in transit to the University unless the University is paying for the shipping and the shipper has insured the shipment for the declared value.

9. RETURN. The costs for shipments from the University are the expense of the _____(University or Provider). The University is not responsible for the Materials while in transit from the University unless the University is paying for the shipping and the Provider has requested here to insure the shipment for the value of \$_____. If the Provider is paying for the returned shipment, the Provider may request here to have the shipment insured for the value of \$_____.

10. GENERAL. No modification of this Agreement shall be binding upon either party unless in writing and signed by an authorized representative of each party.

The undersigned hereto have executed this agreement as of the date of the last signature below.

PROVIDER

By: _____
(signature)

Date: _____

UNIVERSITY

University of Northern
British Columbia

By: _____
(Recipient signature)

Date: _____