



# iPod touch Kits Equipment Loan Agreement

**BETWEEN**

**The Australian Apple University Consortium ("the AUC")**

**AND**

\_\_\_\_\_  
("the University")

The AUC agrees to lend and supply to the above the equipment described in the Schedule below ("the Equipment") subject to the terms and conditions of this Agreement.

The use of the Equipment will be for the following limited purposes only:[choose one of the following]

- (a) training
- (b) evaluation and testing;
- (c) for use at an Exhibition/Conference;
- (d) other use, specifically \_\_\_\_\_

and for the period from \_\_\_\_\_ to \_\_\_\_\_

## **SCHEDULE**

**The Equipment (please select)**

**iPod touch Kit #1**

20 x iPod touch's and associated equipment

**iPod touch Kit #2**

20 x iPod touch's and associated equipment

**Signed for and on behalf of the University:**

Name:

Title/Position:

Date:

Phone Number:

Email Address:

Shipping Address:

**Return via fax to: +61 2 4204 1616 or email to <ajeffrey@auc.edu.au>  
We will contact you to confirm availability and shipping details.**

## Terms and Conditions

### 1. *The Equipment*

- 1.1 The parties agree that the Equipment referred to in this Agreement is that described in the Schedule above.
- 1.2 The University must notify the AUC immediately if any item delivered pursuant to this Agreement differs from the description of the Equipment set out in the Schedule in respect of asset number, serial number or model .
- 1.3 The University confirms that it:
  - (a) has or will have possession of the Equipment on a "loan-for-use" basis;
  - (b) will not use or permit the Equipment to be used in any way except for the purpose/s set out above; and
  - (c) will do whatever is necessary, including allowing the AUC to remove the Equipment from the University's custody or control, to ensure that the "loan-for-use" character of the Equipment is preserved and made known to the University's creditors if any claim to the Equipment is or might be asserted by a creditor.

### 2. *Ownership, Risk, Maintenance and other Costs*

The University acknowledges and agrees that:

- (a) at all times the Equipment remains the property of the AUC but all risk of loss or damage to the Equipment will be borne by the University and the AUC may require the University to insure the Equipment accordingly;
- (b) it indemnifies the AUC fully against any loss or damage to the Equipment;
- (c) in the event that any of the Equipment is lost, stolen or damaged while in the University's possession and the University requests its replacement by the AUC, the AUC will be entitled to invoice the University a replacement fee, which fee will represent the AUC's reasonable assessment of the cost in providing such replacement equipment; and
- (d) it will maintain the Equipment in good working order and condition at all times and not subject it to adverse electronic or environmental conditions as indicated in the operating manuals accompanying the Equipment.

### 3. *Return of the Equipment*

- 3.1 The University must return the Equipment loaned to it by the AUC upon:
  - (a) expiration or termination for any reason of this Agreement; or
  - (b) the AUC's written request to do so.
- 3.2 The Equipment must be returned so far as possible in its original packaging and in the same condition, subject to fair wear and tear, as it is delivered.
- 3.3 Any material supplied with the Equipment, including programs and data on magnetic storage media, internal and external, and documentation must be returned without alteration.
- 3.4 The University acknowledges and agrees that in the event of late return of the Equipment to the AUC in circumstances other than those beyond the University's reasonable control, the AUC will be entitled to either:

- (a) invoice the University a late return fee equal to one percent (1%) of the recommended retail price of the Equipment for each day the Equipment is late, which fee represents the AUC's reasonable assessment of the cost in providing replacement equipment for loan to other parties in the event of such late return, provided however that such fee will not exceed the full recommended retail price of the Equipment; or
  - (b) at any time, enter any premises on which the Equipment is located and take possession thereof without liability to the the University.
- 3.3 Any items missing or damaged from the Equipment will be replaced by the AUC and the University will be invoiced for their replacement cost.
  - 3.4 All transport costs associated with the Equipment will be borne by the University.

### 4. *Limitation of Liability*

To the full extent permitted by law, the AUC will not be liable to the University for any loss or damage arising from use of the Equipment, or any defect, latent or patent, in the Equipment, however it may arise. The University hereby acknowledges that the AUC makes no representations of any kind concerning the merchantability, fitness for any present or future purpose, or otherwise concerning the Equipment.

### 5. *Term*

The term of this Agreement is for the period set out on page 1 of this Agreement unless terminated in accordance with clause 6.

### 6. *Termination*

- 6.1 Either party may terminate this Agreement on 2 days written notice to the other party, or such other period agreed between the parties.
- 6.2 The AUC may terminate this Agreement immediately on written notice to the University if the University breaches any of the terms and conditions of this Agreement.
- 6.3 Upon expiration or termination of this Agreement for any reason all amounts payable by the University to the AUC prior to or as of the effective date of termination or expiration become immediately due and payable.

### 7. *Governing Law*

This Agreement is governed by the laws of New South Wales and the parties irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of that State.

**END OF AGREEMENT**