# LOAN AGREEMENT - UC Property Loaned to an Outside Agency

**University of CA, Santa Cruz (Lender)**

| UCSC Loan # | Loan Period From Date | To Date | UC Property # | Property Description | | |
|---|---|---|---|---|---|---|
| | 10/4/2012 | 9/30/2013 | 017001261 | boat, inboard, 32' Paragon | | |
| **Manufacturer** | **Model** | **Condition** | **Serial #** | **In-Service Date** | **UC Title? Yes or *No** | **Acquisition Cost** |
| | 32' sport fisherman | E2 | 993613 | | | $71,075.24 |

☐ If more than one item is loaned, check here and attach a listing

## UCSC Primary Contact

Mark Carr — Type/Print Name (PI or Responsible Party)
EE Biology — Dept
9-3958 — Phone

## Borrower's Primary Contact

Steve Etchemendy — Type/Print Name
Monterey Bay Aquarium Research Inst. — Agency/Institution
831-775-1902 — Phone

Fax#: 
Email: etst@mbari.org
Address: 7700 Sandholt Rd., Moss Landing, CA 95039

## Purpose of Loan and location where property will be used

## TERMS AND CONDITIONS OF LOAN

1. Borrower will:
   - Assume all costs of handling, loading, disconnecting, transportation and freight insurance from and to Lender;
   - Use the loaned property only for the purposes specified in this loan agreement;
   - Maintain and calibrate equipment in accordance with manufacturer's specifications;
   - Return the loaned items(s) in like condition as received from Lender, normal wear and tear expected, and free of contamination on or before the expiration date, unless the loan period is formally extended or the loan is terminated prior to the due date;
   - Provide Lender certificate of insurance evidencing liability insurance with limits not less than $1 million each occurrence and $2,000,000 aggregate and property insurance in an amount equivalent to the value of the equipment with Lender to be included as an additional insured under both policies (property insurance not required on government loans). The certificate of insurance with appropriate loan reference is to be mailed to:
     Equipment Administration, Mail Stop: Accounting, University of California, 1156 High St., Santa Cruz, CA 95064;
   - In case of loss or damage of the property loaned, report such loss and reimburse Lender at the current price of replacement or repair (including cost of loss of use), and
   - Agree to defend, indemnify and hold harmless Lender (Regents of the University of California) and its officers, employees and agents against any and all liability, loss, damages, claims and costs arising from Borrower's use or possession of the loaned property;
2. The above property shall not be modified, loaned or transferred to a third party without the written permission of the Univ of CA.
3. Borrower will verify in writing to the University department loaning equipment the custody, use and condition of equipment annually and permit periodic inspection of loaned property by Lender or its designee upon request.
4. Borrower will immediately report to the Univ of CA Risk Management any incidents of loss, damage or destruction of loaned equipment.
5. The University will pass on all FLOW DOWN responsibility to borrower. Title to property will rest with the Lender or its Sponsor in accordance with the prime agreement. Lender reserves the right to cancel the loan and to recall the loaned equipment upon a 10 (ten) day notice.

**All following signatures required prior to loaned property leaving the physical custodianship of the University of California**

| Signature | Type/Print Name | Date |
|---|---|---|
| Mark H. Carr — Signature of Borrower Accepting Terms/Cond | Mark H. Carr | 3-5-13 |
| Signature of UCSC Unit Dept Head (Lender) | Pete Raimondi | 3/5/13 |
| Signature of UCSC Equipment Administration | Janean Mariani | |

*If UC does not hold title to the equipment, it may not be loaned without prior written permission from the titled Agency

**Submit signed form to Attn: Equipment Administration, MS: Accounting Office, 1156 High St., Santa Cruz, CA 95064 or Fax to (831) 459-3747, or send as a PDF email attachment to eq.administration@ucsc.edu**

M B A R I MONTEREY BAY AQUARIUM RESEARCH INSTITUTE

**VESSEL LOAN AGREEMENT** between
Monterey Bay Aquarium Research Institute and
The Regents of the University of California

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This Vessel Loan Agreement ("Agreement") is effective as of the last date of execution indicated below (the "Effective Date") and is by and between the MONTEREY BAY AQUARIUM RESEARCH INSTITUTE, a California corporation, (MBARI) and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation, on behalf of the University of California, Santa Cruz campus, ("UNIVERSITY").

WITNESSETH

WHEREAS, MBARI requires the use of vessel(s) for the conduct of oceanographic research and educational studies and other, related, activities in furtherance of its education, research and public service missions; and,

WHEREAS, UNIVERSITY is the owner and operator of a marine vessel available for such use and desires to make such vessel available for MBARI's use in furtherance of the mission of increasing scientific understanding of the marine environment, issues, and problems.

NOW, THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the sufficiency of which the parties hereby acknowledge, the parties agree as follows:

TERMS AND CONDITIONS

1. **Vessel Description and Use**
UNIVERSITY hereby agrees to loan to MBARI, for its exclusive use, UNIVERSITY's marine vessel described as follows:

The fully furnished and outfitted Research Vessel "Paragon": a 32' fiberglass boat built by H&F Boats, in Bandon Oregon in 1993, USCG #993613; powered by twin Yamaha 250HP four-stroke outboard motors, year 2009, along with; a 3-axle boat trailer, VIN #40R123RR92A019287, manufactured by Pacific Trailers, year 2002, license plate #CA02586.

MBARI shall have the right to use the Vessel for the purpose of conducting oceanographic research and educational studies within 60 nautical miles of the coast of the State of California. If MBARI proposes to use the Vessel outside this area, it shall first obtain permission from UNIVERSITY in writing to do so.

Nothing in this Agreement or any document hereafter issued under this Agreement is intended or is to be construed or interpreted as a conveyance of the Vessel to the MBARI.

2. **Term**.
The term of this Agreement shall commence October 1, 2012 and it shall end September 30, 2013.

3. **Management and Maintenance of Vessel and Costs**.
MBARI shall retain full care, custody, and control of the Vessel including final authority with respect to the management and operation of the Vessel, and with respect to any determination regarding conditions affecting the safety of its crew and passengers and/or the safe navigation of the Vessel itself. MBARI shall maintain the Vessel in good serviceable condition for the purposes set forth in Section 1 at MBARI's sole cost and expense.

*7700 Sandholdt Road • Moss Landing, CA • 95039-9644 • tel: 831-775-1700 • fax: 831-775-1620*

conditions affecting the safety of its crew and passengers and/or the safe navigation of the Vessel itself. MBARI shall maintain the Vessel in good serviceable condition for the purposes set forth in Section 1 at MBARI's sole cost and expense.

When the Vessel is first made available to MBARI it shall be seaworthy, furnished, outfitted, in good condition and repair and ready for service for the purpose of supporting coastal research.

MBARI agrees to maintain the vessel and trailer in good condition, to be returned in as good or better condition than when received, to have fully serviced both outboard engines immediately prior to return, and to ensure that all electronics, hydraulics, and other systems that are part of the vessel are fully functional and in good service at the termination of this loan agreement.

No rent or lease payment from MBARI is required by this loan agreement, however MBARI shall reimburse to UNIVERSITY any reasonable cost incurred by UNIVERSITY directly related to this agreement.

UNIVERSITY shall not be responsible for any maintenance or repair of the Vessel or the costs therefore during the term of the loan.

4. **Insurance**.

MBARI agrees to secure and keep in force during the entire term of this Agreement, a marine insurance policy with terms and conditions as reasonably required by UNIVERSITY, including at a minimum:

A) Hull & Machinery coverage, to full value of the vessel, including Collision Liability, Liner Negligence Clause, and War Risk H&M coverage, and

B) Protection & Indemnity coverage in such form, so as to protect UNIVERSITY against any and all liability incident to the operation of the Vessel, including crew liability/ maritime employers' liability coverage, and with the limit of liability no less than $5,000,000 per occurrence, and no annual aggregate.

Said policy or policies of insurance shall be arranged with a reputable insurance carrier(s), with financial rating no worse than A.M. Best A- (VII), or equivalent.

The policy or policies shall name UNIVERSITY as an additional insured, and shall obligate the carrier or carriers to notify UNIVERSITY at least 30 days prior to cancellation of or changes in said policy or policies of insurance.

MBARI shall furnish a certificate of insurance as evidence of coverage as per above requirements prior to signing this Agreement. Also, upon request MBARI shall provide UNIVERSITY with a complete copy of MBARI's policy of insurance.

5. **Indemnification and Release**.

MBARI shall defend, indemnify and hold UNIVERSITY, its officers, employees and agents harmless from and against any and all liability, loss expense (including reasonable attorneys' fees), or claims for injury or damages arising out of MBARI's performance of this Agreement.

MBARI, for itself and all boat users, does hereby release, waive, discharge, and covenant not to sue the UNIVERSITY, its directors, officers, employees, and agents from liability from any and all claims including negligence resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, the condition of the VESSEL or MBARI's use of the Vessel. UNIVERSITY shall have the right to require that all individuals using the boat on behalf of MBARI execute a release substantially similar to the foregoing release as a condition to using the boat.

This Section 5 shall survive termination of this Agreement.

6. **Notices**.
All notices, correspondence, and communication regarding performance of services that are the subject of this Agreement shall be made as follows:

To UNIVERSITY: Steve Davenport, Managing Director or
Mark Carr, Professor
Long Marine Laboratory

To MBARI: ______________________________
C. Michael Pinto, CFO
Monterey Bay Aquarium Research Institute

7. **Termination of Agreement**.
Either party may terminate this Agreement at any time during the Agreement Term by giving the other party written notice at least 30 days prior to the date that such termination shall become effective. MBARI shall return the Vessel to UNIVERSITY within ten (10) days after termination of this Agreement in the condition specified above.

8. **Warrant of Authority**.
The persons signing below each warrant to the other that they are a duly authorized officer and/or agent of the party on whose behalf they are executing this agreement; and that their principal has taken all necessary action to authorize execution of the Agreement.

9. **Entire Agreement**.
This Agreement states the entire contract between the parties and supersedes any previous or contemporaneous written or oral representations, statement negotiations or agreements regarding this Agreement's subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

| **MONTEREY BAY AQUARIUM RESEARCH INSTITUTE** | **REGENTS OF THE UNIVERSITY OF CALIFORNIA** |
|---|---|
| BY: [signature] | BY: [signature] |
| *Signature* | *Signature* |
| C. MICHAEL PINTO | PAUL KOCH |
| *Print Name* | *Print Name* |
| CFO | DEAN |
| *Title* | *Title* |
| 9/19/12 | 9/26/12 |
| *Date* | *Date* |