

N8 Equipment Sharing

Summary of Agreement 4: Access Agreement for Non-CSG Members

Purpose of the agreement

To facilitate the sharing of university equipment with an organisation who is not a member of the Cost Sharing Group (CSG).

Background

The draft Access Agreement for non-CSG members is currently under review by the project team. Once finalised, the agreement will be made available via the N8 web pages. A summary of the key principles of the agreement is provided below.

The agreement is split into two sections; (i) order form: and (ii) terms and conditions for accessing the equipment.

Order form

The order form will be completed for each sharing arrangement. It contains key information such as start and end dates, description of the use of the equipment and the agreed price. The order form also includes a section for 'special conditions' which may need to be used if a piece of equipment has special requirements which aren't covered in the main terms and conditions. A sample of the order form is available in Annex 1.

Terms and conditions

- Access period is determined in the order form; the terms and conditions include provisions for amending the period if required, for example, to cover an extension.
- Access fee is determined in the order form; the terms and conditions cover the full details of what is included in the access fee, for example, any staff time or fuel costs.
- Payment details, including the VAT exemption, are included in the terms and conditions; there are also provisions for invoicing requirements.
- Some equipment may be transferred from one site to another; the user will be responsible for transporting the equipment and for insuring the equipment during transit.
- There are provisions for the user to comply with all health and safety laws, regulations and other policies which the owning university shall notify the user to.



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- Where the external organisation is accessing the equipment at the host site they will be obliged to use the equipment in accordance with manufacturer's instructions and to ensure the equipment is not modified.
- Any faults or damage to the equipment will be referred to the host (via the CSG) to rectify, unless the fault or damage was caused by the misuse of the external organisation (in which case the external organisation is responsible for the associated repair costs).
- The total aggregate liability of the CSG and the external organisation is limited to the greater of the replacement value of the equipment or the total access fee due under the agreement.
- Both parties may terminate the agreement for convenience but they will need to serve the termination notice period specified in the order form. If a party defaults on the agreement the other party may terminate the agreement immediately.
- Both parties are bound by obligations of confidentiality.
- Any disputes shall first be referred to representatives of the parties; then escalated to Directors of Finance and finally, if required, to the courts.

EQUIPMENT ACCESS AGREEMENT ORDER FORM

ORDER DATE: <input style="width: 90%;" type="text"/>	ORDER NO: <input style="width: 90%;" type="text"/>
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COMPANY DETAILS	
[Company Name], a company registered in England and Wales (with number [NUMBER]) and with its registered address at [ADDRESS].	
Contract Person:	Telephone:
Email:	Fax:

DETAILS OF THE EXTERNAL ORGANISATION REQUESTING ACCESS	
Name:	External Organisation's Site:
Technical Contact:	(where Equipment will be used)
Telephone:	Invoice Address:
Fax:
Email:	Purchaser Order No:

EQUIPMENT DETAILS	
Owner:
Technical Contact:
Description:
Replacement Value:
Equipment Location:

ACCESS DETAILS	
Start Date:	Access Fee: £x + VAT
Access Period:	Deposit (if any):
Nominated Bank Account No:	Sort Code:
.....	Bank Name:
Termination for convenience? Yes/No	Termination Notice Period (if permitted):

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ADDITIONAL INFORMATION

Please include any additional information relevant to the Order, which may include a summary of the project for which the Equipment will be used or any hazards related to the Equipment of which the External Organisation should be aware.

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SPECIAL CONDITIONS / CONTRACT AMENDMENTS

Please insert below any special conditions or amendments to the standard Terms and Conditions of Access (e.g. any specific insurance obligations).

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The External Organisation agrees to use the Equipment and the Company agrees to make the Equipment available to it on the terms of this Order, which includes the Terms and Conditions annexed.

SIGNED FOR AND ON BEHALF OF THE COMPANY

PRINT NAME:
 DATE:

SIGNED FOR AND ON BEHALF OF THE EXTERNAL ORGANISATION

PRINT NAME:
 DATE: