

Company XYZ

Event ref:

Sophia-Antipolis, *date*

Subject: Loan Agreement

Dear Sir,

ETSI, hereinafter referred to as “*ETSI*” hereby agrees to loan to **Company XYZ** (hereinafter referred to as “*the Borrower*”), a **Cisco router** with associated equipment (hereinafter referred to as “*the Equipment*”) as defined in Annex1.

The Equipment shall be available to *the Borrower* on a free of charge basis subject to the following conditions:

- (a) *The Equipment* shall remain the property of *ETSI*. *The Borrower* shall be fully responsible for any losses and damage to *the Equipment* until they are returned to *ETSI*. The liability of *the Borrower*, however arising, under this agreement or at law shall be limited to this amount. Any such damage shall be notified to *ETSI* immediately. *The borrower* shall insure *the Equipment* for their replacement value for the period of the Loan Agreement and whilst *the Equipment* remains in their custody.

The replacement value of all *the Equipment* for insurance purpose is two thousand euros (€2000,00)

- (b) *The Equipment* and packaging shall be held at *the Borrowers* site for the duration of the Loan Agreement. Shipping and insurance costs of the *Equipment* to *ETSI* for the purposes of this loan agreement shall be the responsibility of *the Borrower*.
- (c) *ETSI* shall have the right to approve any publicity concerning the use of *the Equipment*.
- (d) *The Equipment* shall be returned to *ETSI* at the end of the loan period undamaged and in good working condition.

www.etsi.org

- (e) *The Borrower* has the responsibility to return the Equipment in the dedicated packaging provided by ETSI.
- (f) It shall be the responsibility of *the Borrower* to establish the suitability and adequacy of the use of *the Equipment* for the purposes intended and ETSI accepts no liability with respect to any delays or damage caused by malfunction of *the Equipment*.
- (g) ETSI accepts no responsibility for the injury to personnel or damage to property in any way associated with the Equipment during the period of the loan.
- (h) *The Borrower* should ensure during the full loan period, remote access (via internet) from ETSI to *the Equipment* to be able to run routine maintenance activities.
- (i) ETSI shall be entitled to inspect *the Equipment* at any time and Agency staff or nominees shall be granted access to the premises where *the Equipment* are installed, subject to reasonable company security requirements.
- (j) The duration of this loan agreement will be from ***Date out*** until ***Date in*** subject to termination by either side, by giving written notice of no less than 7 days.

ETSI reserves the right to terminate the Loan Agreement within this period in the event that the Borrower does not observe the terms of the Agreement or if ETSI considers that insufficient use of the Equipment is being made to justify the continuation of the loan.

- (k) *The Borrower* agrees to pay a deposit of two thousand euros (€2000,00) payable prior to the shipment of the *Equipment*. This deposit will be paid back by ETSI to *the Borrower* after inspection of the *Equipment* when returned. Should the *Equipment* be deteriorated this deposit will be deducted from the costs of repair or the value of replacement of the *Equipment*.
- (l) ETSI reserves the right to recall the Equipment, with a one-week written notice period, if the Equipment is deemed necessary for ETSI's internal use.
- (m) *The Equipment* should be delivered back to ETSI within 30 days after the end of the agreed loan period.
After this time ETSI will keep the entire deposit to replace *the Equipment*.

- (n) This Agreement is governed by, and is to be construed in accordance with, French law. The Court in Grasse France will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement.

ETSI's representative for the purpose of this Agreement is.

The Borrower representative for the purpose of this Agreement is:

Representative

Done and signed in two original copies, one for each party to this Loan Agreement.

Signed on Behalf of ETSI:

Countersigned for and on behalf of *the Borrower*

Company XYZ

Representative + signature:

Date:

ANNEX 1

Subject: Loan Agreement

Item	Qty	Description	Brand	Type	Serial	Inv
1	1	Box + 2 polystyrene protections	Cisco		Na	Na
2	1	Router	Cisco			
3	1	Power cable			Na	Na
4						
5						
6						

1) All above items will be shipped from ETSI (France) to:

there

2) At the end of the loan period *The Borrower* will ship back all above items to ETSI at the following address;

ETSI