

POLICY TITLE: Loan or Transfer of CHM Equipment and Borrowing Equipment from a CHM Partner	MICHIGAN STATE UNIVERSITY	College of Human Medicine
Category & Number: ADM-5	Last Revised Date:	
Effective Date: July 1, 2016	Revision Number: 1.0	
Responsible Party: Karen Crosby	Page 1 of 2	
Persons Affected: CHM Deans, Chairs, Directors, Department Administrators or Designees		

1.0 Policy/Purpose:

To further the mission and goals of MSU and CHM, CHM may borrow equipment or property from another party (“partner”), and CHM may loan its equipment or property to a partner.

Loans of CHM equipment or property are generally for no more than one year, but in no case may property or equipment be loaned for more than two years. At the conclusion of two years, if the partner desires to extend the loan, the equipment or property must be returned to CHM and may be loaned out again provided that a new Limited Loan Contract is fully executed by both CHM and the partner. The terms of the Limited Loan Contract are not negotiable.

In all cases of loaned or borrowed equipment, the CHM party authorized to initiate the transaction is responsible for retention, tracking and monitoring the contract and for facilitating resolution to any issues related to the Property loaned or borrowed.

2.0 Definitions:

2.1 Contract: in general any written document or form with terms and conditions creating obligations or responsibilities binding upon and accepted by the contracting parties, as evidenced by the signatures of those authorized to bind their respective party(ies) to the contract. “Contract” as used in this policy also includes amendments.

For purposes of this policy, there are two types of contracts used (and attached to this policy for reference): 1) *Consignment/Non-Cash Gift Form* for the situation in which a partner loans equipment or property to CHM (“Borrowing Contract”) or 2) *Limited Loan of Michigan State University College of Human Medicine Equipment/Property* for the situation in which CHM loans its equipment or property to a partner (“Limited Loan Contract”).

2.2 Loaned Item: for purposes of this policy, any asset, personal property, equipment, or other such item that is owned or controlled by a partner, excluding real property (i.e., land).

2.3 Property: for purposes of this policy, any CHM-owned or MSU-owned asset, personal property, equipment, or other such item that is subject to MSU control and which is in the possession of CHM, excluding real property.

3.0 Procedure for Loaning Property:

3.1 CHM party with authority to authorize a loan to a partner:

- a. Provide the Limited Loan Contract to the borrower and ensure the following sections of the Limited Loan Contract are completed:

- Borrower – name of partner and its address with phone number
 - Dates of Loan Term
 - Borrower Signature Block
 - Exhibit A Fields
- b. Record this transaction and upload a copy of the signed Limited Loan Contract (including all attachments or exhibits) in the MSU Capital Asset Management Finance System consistent with the MSU *Manual of Business Procedures* and MSU Capital Asset Management procedures/instructions (see section “Capital Asset Management” via <https://usd.msu.edu/capital-asset-management/index.html>, current as of August 25, 2016).
 - c. Provide a copy of the signed Limited Loan Contract to the Borrower. Retain the Limited Loan Contract, monitor and track the contract and the loaned property or equipment, and facilitate resolution of all issues related to the Property.

4.0 Procedure for Borrowing Property:

4.1 CHM party with authority to borrow property from a partner:

- a. Complete the Borrowing Contract in accordance with the consignment process currently outlined in the MSU *Manual of Business Procedures* Sections 224 and 315 (see <http://ctrl.msu.edu/combp/HTTOC.aspx>, current as of August 25, 2016).
- b. Retain a copy of the Borrowing Contract, track and facilitate resolution of all issues related to the Property in accordance with the *MSU Manual of Business Procedures*.

5.0 Procedure for On-Campus Transfers:

5.1 CHM party with authority to loan or borrow MSU property to/from another MSU department or college:

- a. Conduct the transaction in accordance with the MSU *Manual of Business Procedures* Section 224 (see also information provided by MSU Capital Asset Management at <https://usd.msu.edu/capital-asset-management/index.html>).

6.0 Resources:

6.1 For assistance with questions or concerns specific to this policy, contact one of the following:

Michael Braem, JD – Contract Administrator, CHM
 Glenn DeYoung – Financial Manager, Capital Asset Management
 Kate Taylor, MPA – Simulation Manager, CHM

7.0 Revision History

Revision #	Effective Date	Reviser	Description
1.0	September 15, 2016	K. Crosby/M. Braem	Original

CONTRACTS USED FOR LOANING OR BORROWING EQUIPMENT

MICHIGAN STATE UNIVERSITY
Consignment/Non-Cash Gift Form

Please check one: Gift (Complete Section I Only) or Loan (Complete Section I and II)
Refer to Sections 224 and 315 in the Business Manual

SECTION I

Department _____ Common Unit Code _____ Department Contact _____

Owner or Donor _____ Company Contact _____

Address _____

Date Received on Campus _____ Were goods or services provided by MSU in exchange for the gift? Yes No

If yes describe: _____

Description: (if equipment include model and serial number) _____

Purpose or use _____

Estimated value _____ **If gift, supporting documentation or independent appraisal must be attached.**

Date _____ Approved _____

DEPARTMENT CHAIRPERSON

Date _____ Approved _____

DEAN (OR DESIGNATED REPRESENTATIVE)

SECTION II Complete for Loans Only

Period of Loan: From _____ To _____

What is Department responsibility in case of damage, loss, fire, or theft? _____

Is Department responsible for repairs due to wear, etc? _____

- When the loaned item is **returned** to the company notify Inventory in writing.
- If the loaned item is **purchased** by MSU inform Inventory of purchase order number.
- If the loan becomes a **gift** to MSU complete a new Consignment/Non-Cash Gift Form.

Routing:

MSU Foundation
Contracts and Grants
Inventory
Department

FOR OFFICE USE ONLY	
Processed by MSU Foundation/U. Dev.	_____
Accepted by Board of Trustees	_____
Inventory Sheet Number	_____

MSU is an affirmative-action, equal-opportunity employer
Updated 08/07

**Limited Loan of Michigan State University College of Human Medicine
Equipment/Property for Medical Education Purposes**

Borrower: Name
 Address, City, State, Other Contact Information
Date of Loan: From: To:

This agreement outlines the conditions under which MSUCHM will loan Personal Property (“Property”) to Borrower.

1. A description of the Property and its intended use is attached to this agreement as Exhibit A.
2. The Property is loaned by MSUCHM to Borrower for medical education purposes only. Borrower will use the Property only as described in Exhibit A and not for Borrower’s personal use, profit, commercial use, publicity, marketing, or monetary gain.
3. Borrower is responsible for all costs of transport of the Property from and back to MSUCHM.
4. Borrower will treat the Property with no less than the same care that Borrower treats its own property. Borrower is solely responsible for ensuring that the Property is not damaged, lost, stolen, misplaced, or otherwise modified in any way while in Borrower’s care, control, or custody. Borrower will perform any required maintenance of the Property in its care, control, or custody at its sole expense. Borrower will be responsible for reviewing and following any user manual or set of instructions for the Property.
5. The Property is to be used exclusively by Borrower. Borrower will not transport, loan, sell, assign, transfer, or otherwise give the Property to any other person for any use, including but not limited to Borrower’s agents, employees, representatives, or subcontractors.
6. The Property is loaned to borrower for the time period stated above (“Term”). This MOU will terminate on the expiration of the Term or earlier if the Property is returned earlier.
7. At no cost to MSUCHM, Borrower will be solely responsible for returning the Property to MSUCHM in the same condition in which it was loaned by MSUCHM to Borrower, reasonable wear and tear excepted.
8. If the Property or any part of the Property is damaged, lost, stolen, misplaced, or otherwise modified during its transportation to or from Borrower or while in Borrower’s care, custody or control, Borrower will promptly pay MSUCHM the cost of any necessary Property repair or replacement, as MSUCHM determines in its sole discretion.
9. In relation to Borrower’s use, operation, storage, maintenance, repair, and transportation of the Property, Borrower 1) assumes sole liability and responsibility for the death or injury to any person and for property loss or damage and 2) will defend (with counsel acceptable to MSUCHM) and indemnify MSUCHM against any third-party demand, claim, action, liability or judgment, including court costs, witness fees, and attorney fees.
10. Borrower acknowledges that 1) MSUCHM is not the manufacturer or reseller of the Property; 2) MSUCHM makes no implied or express warranty, or representation, related to the Property, including the Property’s specifications, features, functionality, design, conditions, or output; 3) Borrower disclaims without limitation any implied warranty of merchantability or fitness for a particular purpose; 4) Borrower agrees it is solely responsible for ensuring that the Property and its features and functionality are adequate and proper for its use; and 5) Borrower accepts the Property in the condition described in Exhibit A.

BORROWER

By: _____
 Signature

Name: _____
 Printed Name

Its: _____
 Title of Authorized Individual

Date: _____

EXHIBIT A¹

Property to be Borrowed: Click here to enter text.

Item Model/Serial No.: Click here to enter text.

Quantity: Click here to enter text.

Purpose or Use: Click here to enter text.

Special Instructions: Click here to enter text.

Condition of Property: Click here to enter text.

¹ MSUCHM is responsible for documenting this transaction in and attaching a copy of this fully executed MOU – with all attachments, including exhibits – to the MSU Capital Asset Management Finance System consistent with the MSU Manual of Business Procedures and MSU Capital Asset Management procedures/instructions (see, e.g., section “Capital Asset Management” via <https://fin-ebsp.msu.edu/kfs-prd/portal.do?selectedTab=main>).