

Record of Personal Property Loan To Non-Federal Government Organizations

Please see instructions on reverse.

2. Date

3. NIH Loan No.

4. NIH Lender (*IC organization and address*)5. Borrowing Organization and Individual (*name, address, phone and fax no.*)6. IC Point of Contact (*Name, phone and fax no.*)

7a. Cust. code	b. Decal No.	c. Description (<i>serial no., manufacturer, model no.</i>)	d. Qty.	e. Acq. Value	f. Acq. Date	g. Cond.
		h. Total Non-Acct.				
		i. Total Acct.				

8. Justification (*include intended use, purpose, and Government benefit*)**9. NIH Signatures:**a. Initiating Supervisor (*Sign, and print name, title, phone no.*)

Date

c. Property Management Representative

Date

d. NIH Property Accountable Officer

Date

b. **Approving Program Official.** The signature of the Approving Program Official constitutes confirmation that the loan's purpose has been reviewed and approved by any and all ethics, legal and appropriate review authorities; the loan is beneficial or will serve a useful purpose to the NIH; the property to be loaned is not excess; and the loan will not cause acquisition of similar item.
(*Sign, and print name, title, and phone no.*) *Date*

10. Terms for Borrower

a. The property of the United States Government described above is loaned for the period commencing _____ and ending on _____,

unless terminated earlier at the discretion of the NIH. The property shall be used only for the purpose described above and in compliance with all applicable Federal, State, and local laws. This agreement shall terminate automatically upon any violation of the requirement in the preceding sentence. Borrower shall immediately notify NIH of any such unauthorized use of the property and, as directed by NIH, return all loaned property to the NIH at borrower's expense. Paragraphs b, c, e, f, g, h, and the first sentence of paragraph d shall survive any termination of this agreement.

b. **The property listed above is being loaned to borrower with no warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose.**

c. The borrower assumes and shall bear the entire risk of loss, damage to, theft or destruction of all loaned property, from any and every cause whatsoever. The borrower's responsibility for that entire risk shall commence upon receipt of the property by the carrier

contracted by the borrower. All transportation expenses incident to the delivery or return of the property will be at the borrower's expense. The borrower agrees to: (1) provide NIH with a verified inventory of the property received within ten (10) days of receipt; and (2) immediately notify NIH of any accident or event of loss or damage involving the property.

d. The borrower shall indemnify and hold the NIH and its employees harmless from any and all liability arising from the borrower's use of the property, whether that use is within or outside the purpose for which the property may be used. Upon request by the NIH, the borrower shall provide evidence of: (1) insurance fully covering the value of the property and liability for borrower's use of the property; and (2) a property management system that will ensure accountability for the property.

e. The borrower agrees to use the property carefully and in a manner reasonably contemplated to insure that the property will be usable during its entire economic life, which extends beyond the term of this loan agreement. Borrower agrees, at its sole expense, to keep the property in good repair, condition, and working order, reasonable wear and tear excepted, and to furnish any and all parts, mechanisms, and devices needed to repair

the property and keep it in good working order. All replacement parts and devices furnished to repair or maintain the property shall become a part of the property and shall be owned by the NIH. The borrower shall not remove, deface, or otherwise tamper with any U.S. Government property decals or other identification markings placed upon the property by the NIH.

f. Giving 24 to 48 hours prior notice, employees and other representatives of NIH shall have the right at any time during normal business hours, to enter the premises where the property is located for the purpose of inspecting and examining the property to ensure compliance by borrower with its obligations under this loan agreement.

g. All notifications to NIH required to be made immediately under this agreement shall be made by telephone call or fax to the IC Point of Contact listed above. All other communications to NIH under this agreement shall be made by first class mail addressed to the IC Point of Contact listed above at the NIH Lender address listed above.

h. The borrower may not transfer in any manner the property or borrower's obligations under this loan agreement.

11a. Signature of Borrower (*agrees to terms above*)

b. Printed Name

c. Title

d. Date

Instructions for Completing Form NIH 2489-2

Use when completing Form NIH 2489-2. Do not submit these instructions with form.

1. **Page 1 of __ pages:** Indicate the number of pages contained in the Loan package. Number the following pages in consecutive order, i.e., Page 2 of 10, Page 3 of 10.
2. **Date:** Date initiated.
3. **NIH Loan No.:** Loan number is assigned by the Property Management Division (PMD).
4. **NIH Lender (IC organization and address):** Provide the IC address, including room number, for lender.
5. **Borrowing Organization and Individual (name, address, phone and fax no.):** Provide the Borrowing Institution or Organization address where the property will be located, along with the borrower's name, phone and fax no.
6. **IC Point of Contact (Name, phone and fax no.):** Provide IC name for Point of Contact or Property Custodial Officer familiar with the property.
7. **Custodial Code, Decal No., Description (serial no., manufacturer, model no.), Qty., Acq. Value, Acq. Date, Cond.:** Attach a copy of the PMIS or NIH Data Warehouse record for loaned NIH accountable property; type in the block "**Attached PMIS Record**" or "**Attached NIH Data Warehouse Record,**" whichever is applicable. Type non-accountable property identification directly on the form or attach a list (type in the block "**Attached Nonaccountable Property Listing**"). Indicate the loan totals for **Non-accountable Property (7h)** and **Accountable Property (7i)**.
8. **Justification (include intended use, purpose, and Government benefit):** Provide justification on form or attach and type in block "**See Attached Justification.**" The purpose of the loan and the intended use of the property must be specifically described. (A statement that the equipment will be used for NIH-supported research at X university or similar general statements will not satisfy this requirement for a specific description.) The justification must include benefit to the Government. If the justification is a collaborative study or cooperative agreement, reference the protocol number. The Lender must provide the justification, not the Borrower.
9. **NIH Signatures:**
 - a. **Initiating Supervisor (Sign, and print name, title, phone no.):** The signature of Lender's first line supervisor.
 - b. **Approving Program Official (Sign, and print name, title, phone no.):** The official must have the authority to approve the statement in the signature block.
 - c. **Property Management Representative:** The signature of the IC Property Management Representative (PMR). The PMR is responsible for ensuring the IC Property Custodial Officer receives a copy of the loan to update the Property Management records.
 - d. **NIH Property Accountable Officer:** The signature of the NIH Property Accountable Officer. This position resides in the Office of Logistics Management, Property Management Division.
- 10 a. **Terms for Borrower:** Loan period cannot begin until signature is received in block 9d above.
 - c. PCO ensures borrower provides inventory of property within ten (10) days of receipt.
- 11 a. **Signature of Borrower (agrees to terms above), b. Printed Name, c. Title, d. Date:** Ensure the Borrower signature, printed name, title, and date blocks are completed before forwarding to the NIH Property Accountable Officer for signature, Ensure Borrower reads and understands "**Terms for Borrower.**"