

This **Equipment Use Agreement** ("Agreement") is between (the "Parties"):

**UW RAPID Facility**

**Borrower**

Contact Name/Title: Michael Grilliot / Operations Manager	Contact Name/Title:
Dept. or College: Civil & Environmental Engineering	University/Company:
Address: 3760 E Stevens Way NE	Address:
City: Seattle State: WA ZIP Code: 98195	City: State: ZIP Code:
Phone: (206) 616-3318	Phone:
Email: <a href="mailto:grilliot@uw.edu">grilliot@uw.edu</a>	Email:

Pursuant to a grant from the National Science Foundation (NSF) Natural Hazards Engineering Research Infrastructure (NHERI) program, the University of Washington (UW) operates a Rapid Response Research Facility (RAPID). This grant permits UW to use RAPID equipment purchased with grant funds to be shared with qualifying entities investigating natural disasters worldwide under an equipment use agreement, like this Agreement. As such, UW wishes to allow Borrower limited use of the equipment identified herein pursuant to the terms of this Agreement.

UW and Borrower agree to the following:

**1. TERMS AND CONDITIONS**

**1.1. Dates and Locations:**

- 1.1.1. **Effective Date and Agreement Term:** This Agreement is effective as of the date of last signature affixed below and will continue, unless otherwise terminated, to the date RAPID regains possession of the equipment, hereinafter "EQUIPMENT", listed in Attachment A.
- 1.1.2. **Equipment Use Period:** The Equipment Use Period for this Agreement begins when the EQUIPMENT leaves RAPID's possession in transport to Borrower and will continue until RAPID regains possession of the EQUIPMENT and EQUIPMENT are inspected for damages.
- 1.1.3. **Return Date:** EQUIPMENT must be returned to RAPID's possession by \_\_\_\_\_. A time extension may be requested by the Borrower and granted by the RAPID.
- 1.1.4. **EQUIPMENT Location:** EQUIPMENT will be used and held at the following  
Locations: \_\_\_\_\_
- 1.1.5. **Responsible Party:** While in Borrower's custody, the following person and their University/Company named above will be responsible for the EQUIPMENT; where responsibility is defined as the accountability of the EQUIPMENT whereabouts and adherence to the usage terms and conditions of this Agreement.

\_\_\_\_\_  
Name Phone Email

- 1.2. **Intended Purpose:** Borrower must only use EQUIPMENT for the following purpose(s) unless the RAPID is informed and agrees upon change of usage in writing:



National Science Foundation



Natural Hazards Reconnaissance

RAPID No.  
Equipment Use Agreement  
Version: September, 2018

- 1.3. Additional Reporting Information: For each individual of the Borrower team, please provide name, email, professional discipline, and affiliation. Only people listed herein are permitted to use the EQUIPMENT.

- 1.4. Ownership: The title and ownership of the EQUIPMENT is in, and will remain in, the name of UW. Borrower will not be listed as an owner of the EQUIPMENT, have title to the EQUIPMENT, or claim any ownership interest.
- 1.5. Access: RAPID shall have the right at any time, in person or by authorized agent, to inspect the EQUIPMENT, which may require access to Borrowers location. Borrower shall provide status updates on the EQUIPMENT when requested by RAPID.
- 1.6. Care and Condition: Borrower must use proper care, industry recommended standards and good judgement in using, storing, and maintaining EQUIPMENT in the same condition lent to Borrower, normal wear and tear excluded, as determined by UW in its sole discretion. EQUIPMENT are being provided to Borrower on an "as is" basis. RAPID disclaims all implied or express warranties, including the warranties of fitness for a particular purpose, merchantability, and intellectual property infringement in relation to the EQUIPMENT and their function.
- 1.7. Repair and Maintenance: If EQUIPMENT are in need of repair, Borrower must contact RAPID within 48-hours of becoming aware of the need for such repair. Borrower and RAPID shall work cooperatively to determine the appropriate and necessary repair action. Borrower must not repair or fix the EQUIPMENT without RAPID's written consent, unless such delay to obtain consent would cause irreparable damage to the equipment. Any damage to the Equipment resulting from any negligent use by the Borrower shall be fully repaired by Borrower at Borrower's sole expense and any bills will be considered personal bills of Borrower and in no way be considered a lien against the EQUIPMENT.
- 1.8. Data: All data collected with the RAPID equipment must be archived, organized, published, and made public on DesignSafe-CI (<https://www.designsafe-ci.org/>) in a manner consistent with DesginSafe-CI's posted data policies. Raw data will be archived by RAPID staff to DesignSafe-CI. Borrower is responsible for archiving processed data.
- 1.9. Data Verification, Analysis and Visualization: Borrower is responsible for verification, analysis and visualization of the data. RAPID can provide assistance if requested, for a user rate and fee consistent with that provided for RAPID staff in Attachment B.
- 1.10. Acknowledgement of RAPID in Publications and Presentations: Borrower shall acknowledge the RAPID in all publications and presentations that use data collected using the RAPID EQUIPMENT. The specific language below should be used:
- Data was collected in part using equipment provided by the National Science Foundation as part of the RAPID Facility, a component of the Natural Hazards Engineering Research Infrastructure, under Award No. CMMI: 1611820. Any opinions, findings, conclusions, and recommendations presented in this paper [or presentation] are those of the authors and do not necessarily reflect the views of the National Science Foundation.
- 1.11. All notices or other communications under this Agreement must be in writing and, unless otherwise expressly set forth in this Agreement, shall be delivered in person, by email (and confirmed by first class mail), first class mail, fax (and confirmed by first class mail), registered or certified mail, or overnight delivery. Service to the other party at its respective address, email address, or fax number set forth below. All notices are effective upon receipt by the party to be notified.



## 2. FINANCIAL CONSIDERATIONS

- 2.1. User Rates and Fees: The RAPID has established user rates and fees in accordance with the UW and its cooperative agreement with the NSF. Borrower agrees to pay the user rates and fees provided in Attachment B for the EQUIPMENT used as listed in Attachment A. The appropriate rate category defined below will be used.
- 2.2. Rate Category: In accordance with UW and NSF requirements, three rates categories have been established that depend on the Borrower's affiliation and research funding source: (i) internal UW, (ii) external to UW and NSF funded, and (iii) external to UW and non-NSF funded.

The rate category for this Agreement is: \_\_\_\_ NSF award # (if applicable)

- 2.3. Units for Rates and Fees: The rates and fees are given in U.S. dollars per day. Herein a day is considered a 24-hour period for use of EQUIPMENT. A day is considered a 10-hour period for use of RAPID staff.
- 2.4. Application of Rates and Fees Units: For EQUIPMENT, daily rates and fees apply throughout the Equipment Use Period (Section 1.1.2), except for days where equipment is in transit to or from the RAPID, or when EQUIPMENT is being prepared for shipment or inspected for damage, after EQUIPMENT use, at the RAPID facility. For RAPID staff, daily rates and fees apply while RAPID staff are traveling to or from the locations requested by the Borrower, and on days where RAPID staff are requested or required to operate or assist in operation of EQUIPMENT, process data collected with EQUIPMENT, or are on standby because EQUIPMENT cannot be operated during the requested use period. Days that RAPID staff are requested or required will be outlined and agreed upon between the RAPID and Borrower before use of RAPID staff is permitted.
- 2.5. Payment Terms: Payment by the Borrower to the RAPID will be made within 30 days of receiving an invoice from the RAPID. Payment beyond that date may incur late fees. Payment may be made by credit card or check to the University of Washington.
- 2.6. Shipping Costs: Borrower is responsible for all costs to ship or otherwise transport EQUIPMENT to and from RAPID to the intended place of use detailed above, including taxes and customs costs. The method of shipping the EQUIPMENT is subject to RAPID approval.
- 2.7. Travel Costs: Borrower is responsible for all travel costs for RAPID staff related to this Agreement.
- 2.8. Other Costs: Borrower is responsible for other costs incurred related the use of the EQUIPMENT pursuant to this Agreement, including, but not limited to, repair costs as detailed above, or costs related to the repair of any damage to the EQUIPMENT as determined by UW in its sole discretion upon the return of the EQUIPMENT.

## 3. GENERAL PROVISIONS

- 3.1. Termination: This Agreement may be terminated immediately upon mutual consent of both parties or by 30-day written notice to the non-cancelling party. Upon such termination, Borrower must immediately return EQUIPMENT to RAPID in accordance with section 2.6. Regardless of an agreed termination date, this Agreement will remain in full force and effect until RAPID regains possession of the EQUIPMENT and EQUIPMENT are inspected for damages and any issues related to any such damages are resolved to RAPID's satisfaction. Borrower remains responsible for costs above.
- 3.2. Assignment: No party may assign any of its rights or delegate any of its duties under this Agreement, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner, except with the prior written consent of the non-transferring party.
- 3.3. Independent Contractors: RAPID and Borrower are intended to be independent contractors. Neither party will have the authority to act or to incur obligations on behalf of the other, or to be considered an agent or employee of the other for any purpose.
- 3.4. No Third Party Beneficiaries: RAPID and Borrower are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or should be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name and expressly described as intended beneficiaries of the terms of this Agreement. This does not include use of data published and made public.



### 3.5. Insurance and Indemnity:

- 3.5.1. **Property Insurance:** RAPID has insurance in place to cover replacement cost of EQUIPMENT during transit and while in possession of the Borrower. For the EQUIPMENT to be covered while in the Borrower's possession, Borrower must provide a driver's license, other government issued photo ID and one or more major credit cards to RAPID to file with their insurance carrier for the duration of this Agreement. Borrower is responsible for any deductibles applicable to the insurance for the EQUIPMENT used by the Borrower. RAPID will provide insurance deductible values for the EQUIPMENT used by the Borrower upon request. Any loss or damage to the EQUIPMENT that is excluded from or not covered by such insurance is the responsibility of the Borrower. For international use, an additional insurance surcharge may apply.
- 3.5.2. **Liability Insurance:** At the Borrower's expense, the Borrower shall obtain and keep in effect during the term of this Agreement liability insurance sufficient to cover the indemnification requirements described in Section 3.5.3 of this Agreement. Liability limits should not be less than \$1,000,000 per occurrence. Borrower is required to provide proof of liability insurance, such as in the form of a certificate of insurance (COI), upon request by the RAPID.
- 3.5.3. **Indemnity:** Borrower shall defend, indemnify and hold harmless the RAPID, the University of Washington, its regents, officers, employees, students and agents, from and against any and all claims arising from or related to the use of the RAPID equipment, other than those due solely to RAPID negligence pursuant to this Agreement, or any breach of this Agreement.
- 3.6. Borrower must not act in any way, either directly or indirectly, to cause any person to hold a security interest, lien or encumbrance on the EQUIPMENT.
- 3.7. **Governing Law:** This Agreement is construed and enforced in accordance with the laws of the State of Washington, without giving effect to the conflict of law principles thereof.
- 3.8. **Force Majeure:** Neither party shall be held responsible for delay or default caused by fire, riot, acts of God, terrorist acts, or other acts of political sabotage, or war where such cause was beyond the reasonable control of RAPID or Borrower, respectively. Borrower must take reasonable steps to protect the EQUIPMENT before, during and after a force majeure event.
- 3.9. **Merger, Amendment & Waiver:** This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement binds either party unless in writing, clearly identified as an amendment, consent or waiver to this Agreement, and signed by the party against whom it is to be enforced. Any such amendment, consent, or waiver is effective only in the specific instance and for the specific purpose given.
- 3.10. **Compliance with Laws:** The parties must abide by applicable laws in the performance of this Agreement, including but not limited to export control laws, or payment of any applicable taxes under this Agreement.

The parties to this Agreement, by the signatures below of their authorized representatives, acknowledge having read and understood the Agreement and agree to be bound by its terms and conditions.

**UW**

Name: Michael Grilliot  
Title: Operations Manager  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Borrower**

Borrower's Legal Name: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_



ATTACHMENT A  
RAPID Owned Equipment to Be Used by Borrower

PLEASE ATTACH A LABELED PICTURE OF ALL EQUIPMENT

Equipment Description	Manufacturer/Model	Asset or Serial No.	Condition	Estimated Replacement Cost

Estimated Replacement Cost: This value is an estimation of what it would cost to replace the EQUIPMENT and should not be construed to be a precise value or appraisal by RAPID.

## ATTACHMENT B User Rate and Fees

Rate Number	Category	Equipment/Staff	NSF Supported User Rate (\$/Day)	Non-NSF Supported User Rate (\$/Day)
Rate 1	Surveying	Leica Nova TS16l robotic total station package	\$138.92	\$256.83
Rate 2	Surveying	35W Satelline Radio	\$46.44	\$77.66
Rate 3	Surveying	GEB371 13V 250Wh external Li-ion GNSS battery	\$11.24	\$19.04
Rate 4	Surveying	Leica LS15 digital level package	\$65.51	\$113.44
Rate 5	Imaging	Canon 7D Mark II, with narrow and wide angle lenses	\$18.65	\$33.48
Rate 6	Imaging	GigaPan Epic Pro V (for DSLR) and Tripod	\$11.74	\$19.54
Rate 7	Imaging	DJI Osmo 3-axis Gimbal and 4k camera	\$11.38	\$19.18
Rate 8	Imaging	Zenmuse X4S drone camera	\$11.44	\$19.25
Rate 9	Imaging	Zenmuse X5S drone camera	\$22.36	\$37.98
Rate 10	Imaging	Zenmuse Z30 drone zoom camera	\$34.57	\$57.98
Rate 11	Imaging	Micasense Altum multispectral and thermal camera	\$71.69	\$118.50
Rate 12	Imaging	Flir One Pro thermal camera	\$4.83	\$7.95
Rate 13	Misc.	RApp Packs	\$12.30	\$20.80
Rate 14	Site Char.	Nanometrics triaxial, 20s, Trillium seismometer	\$82.26	\$135.48
Rate 15	Ground	Digi-Schmidt 2000, digital measuring system	\$23.64	\$39.24
Rate 16	Ground	AMS basic soil sampling kit (hand augers)	\$12.15	\$19.95
Rate 17	Coastal	Petite Ponar 6"x6" grab sampler w/ 50 ft of rope	\$11.74	\$19.54
Rate 18	Imaging	Brino Time Lapse Camera	\$4.63	\$7.75
Rate 19	Imaging	Browning Trail Camera	\$4.63	\$7.75
Rate 20	Data	256 GB, WiFi+Cellular, Ipad	\$12.24	\$20.04
Rate 21	Lidar	Leica RTC360 medium range laser scanner	\$171.26	\$297.77
Rate 22	Lidar	Leica Scanstation P50	\$272.77	\$505.77
Rate 23	Lidar	Maptek I-Site XR3	\$469.48	\$861.82
Rate 24	Lidar	Maptek I-Site LR3	\$457.28	\$849.72
Rate 25	Surveying	Leica GS18T SmartAntenna package	\$116.18	\$188.31
Rate 26	Coastal	ULB 350/37 underwater acoustic beacon	\$4.74	\$7.87
Rate 27	Coastal	DPR-275 Diver Pinger Receiver	\$47.44	\$78.65
Rate 28	Coastal	TruBlue 255 water level data logger	\$12.73	\$20.53
Rate 29	Coastal	AquaDopp profiler velocimeter with 90deg angle head	\$66.96	\$115.55
Rate 30	Imaging	Applied Streetview 360 degree panorama GPS camera	\$74.53	\$121.32
Rate 31	Ground	SmartDCP digital system and hand operated DCP	\$42.97	\$73.40
Rate 32	Ground	Sol'Solution Panda lightweight portable DCP	\$60.33	\$103.23
Rate 33	Data	Gigabyte processing field laptops	\$25.01	\$40.60
Rate 34	Lidar	Leica BLK360 short range laser scanner	\$62.63	\$113.11
Rate 35	UAS	DJI Mavic Pro small portable drone	\$10.71	\$19.68
Rate 36	UAS	DJI Mavic Pro 2 small portable drone	\$23.32	\$42.83
Rate 37	UAS	DJI Mavic Air small portable drone	\$12.13	\$23.06
Rate 38	UAS	DJI Phantom 4 Pro+ medium-sized drone	\$21.30	\$39.25
Rate 39	UAS	DJI Inspire2 medium-sized drone	\$33.17	\$58.93
Rate 40	UAS	DJI Matrice 210 industrial weather resistant drone	\$67.48	\$115.47
Rate 41	Data	Computer Automated Virtual Environment (CAVE)	\$97.71	\$160.11
Rate 42	UAS	Sense fly Ebee with RTK and base station	\$291.97	\$544.06
Rate 43	UAS	DJI Phantom 4 Pro+ RTK	\$135.62	\$241.90
Rate 44	UAS	DJI Matrice 210 RTK	\$160.22	\$316.66
Rate 45	Lidar	DJI M600 drone with Phoenix Aerial Mini Ranger LiDAR	\$483.27	\$812.21
Rate 46	Site Char.	ATOM wireless seismic data acquisition system	\$192.51	\$317.33
Rate 47	Structures	Nanometrics accelerograph system	\$213.89	\$364.09
Rate 48	Coastal	Z-boat 1800 with single beam echo sounder	\$427.88	\$629.47
Rate 49	Misc.	RAPID Field Staff	\$514.13	\$1,470.66
Rate 50	Misc.	RAPID Staff Data Processing	\$514.13	\$1,470.66



**ATTACHMENT C**  
**Special Instructions**

Insert any special instructions associated with the use of the EQUIPMENT by the Borrower. If no special instructions apply, select "N/A".

Special Instructions:     N/A     See Below:

