MUNI SCI

LOAN FOR USE AGREEMENT

concluded according to §§ 2193 to 2200 of Act No. 89/2012 Coll., Civil Code, as amended

CONTRACTING PARTIES

Masaryk University Faculty of Science Department of Plasma Physics and Technology VAT number: CZ00216224 Address: Žerotínovo nám. 617/9, 601 77 Brno Represented by prof. Mgr. Tomáš Kašparovský, Ph.D., Dean of the Faculty of Science <u>Correspondence address: Kotlářská 267/2, 602 00 Brno, Czech Republic</u>

(Hereafter referred to as "Lender" or "Masaryk University")

and

University of Ljubljana Biotechnical Faculty Department of Wood Science and Technology Address: Jamnikarjeva ulica 101, SI-1000 Ljubljana, Slovenija Represented by Correspondence address: Jamnikarjeva ulica 101, SI-1000 Ljubljana, Slovenija

(hereafter referred to as "Borrower")

ENTER INTO THIS LOAN FOR USE AGREEMENT:

I. SUBJECT MATTER OF THE LOAN FOR USE

- Masaryk University declares that it is owner of the device Half DCSBD plasma unit and custom generator (hereafter referred as *"equipment"*).
- 2. By this Agreement, Masaryk University lends the equipment to the Borrower to use it under the terms and conditions set out later in this Agreement. The Borrower undertakes to return the equipment to the Lender as soon as it is no longer required and no later than at the end of the agreed loan period.

II. DURATION AND PURPOSE OF THE LOAN FOR USE

- 1. The equipment is being handed over due to joint experiments between researchers from Masaryk University and University of Ljubljana.
- 2. The loan period is agreed from 14. 6. 2024 to 31. 8. 2024.

III. HANDOVER AND ACCEPTANCE OF THE EQUIPMENT

- 1. The equipment will be handed over to the borrower the 14th of June 2024.
- 2. Masaryk university hand over the equipment to the Borrower in a condition suitable for its proper use.
- 3. Both contracting parties confirm that they have carefully inspected the equipment prior to its handover and note that there are no deficiencies that would prevent its proper use.
- 4. The parties shall draw up a written report on the handover and acceptance of the equipment. On the return of the equipment, both parties shall draw up a written report recording the condition of the item handed over, including any shortcomings and defects.

IV. CONDITIONS OF THE LOAN FOR USE

- 1. Masaryk University lends the equipment to the Borrower free of any charge.
- 2. The Lender bears all costs associated with sending the device to the Borrower. The same applies for returning the device back to Masaryk University.
- 3. The Borrower is obliged to use the equipment in accordance with its purpose. The Borrower shall protect the equipment from damage, loss, theft or destruction.
- 4. The Borrower is not entitled to transfer the equipment to a third party for use during the agreed loan period. Violation of this prohibition entitles Masaryk University to demand the immediate return of the equipment before the end of the agreed loan period.
- 5. The Borrower is responsible for damages caused by the use of the equipment during the loan period. Similarly, the Borrower is responsible for damage caused to the item during the loan period by third parties. If damage, theft or loss occurs, the Borrower is obliged to pay the cost of repair or acquisition of the corresponding replacement within 14 days of written notice from Masaryk University.
- 6. The Borrower is obliged to return the equipment to Masaryk University at any time before the end of the stipulated loan period within one week after receiving Lender's written request for its return.

V. CONCLUDING PROVISIONS

- 1. This Agreement and the relations based on it shall be governed by the law of the Czech Republic.
- 2. This Agreement is valid and effective on the date of its signature by both contracting parties.
- 3. This Agreement can only be changed by written, ascendingly numbered amendments, signed by both contracting parties.
- 4. This Agreement is drawn up and signed in one electronic original.

In Brno,

In Ljubljana,



University of Ljubljana (the Borrower)