

Machine Tool Technologies Research Foundation

1045 Mason Street #102
San Francisco, CA 94108
USA

EQUIPMENT LOAN AGREEMENT

This agreement to loan equipment is entered into _____ (date),
between Machine Tool Technologies Foundation (hereinafter "Foundation") and
_____ University (hereinafter "University".)

The Foundation agrees to loan the following equipment to University, and
University agrees to accept the loan of equipment on the following terms and
conditions:

Equipment to be loaned:

The date of registration of the equipment:

The value of equipment at the time of registration:

The purpose of the loan:

To support the education and research activities of Professor
_____ (hereinafter "Professor") as stated in the
proposed plan for use of the equipment set forth in the attached "EXHIBIT
A".

The period of the loan:

One year from DD/MM/YYYY to DD/MM/YYYY

Consideration for loan agreement:

The mutual promises of the parties and the covenants included in this
agreement serves as the consideration for this loan agreement.

The conditions of the loan of equipment:

The University hereby agrees to the terms and conditions described the
following articles 1 to 11.

1. Use of the loaned equipment shall be managed and supervised by
Professor.
2. Professor shall attend the Annual Grantees Conference of the
Foundation, which is held in June or July each year. Professor shall
present a report at the Conference on the activities carried out with the
loaned equipment.
3. If University desires to extend the loan period, University shall provide
a written request for extension to the Foundation at least thirty days
prior to the date the loan is due to expire. The application for
extension shall be accompanied by a report on the use of the
equipment during the past loan period and plans for use of the
equipment during the extension period.

4. This loan agreement shall be immediately terminated on the written request of either party. Upon termination of the agreement the University shall immediately return the equipment to Foundation.
5. Foundation shall make the loan of equipment to University without rental fees or any other costs, except for the provision of adequate insurance as specified in these conditions.
6. University shall maintain at least a \$1,000,000 liability and casualty insurances policy insuring against bodily injury and death caused by use of the loaned equipment, and shall name Foundation as an additional insured. University shall further maintain an insurance policy insuring the loaned equipment for its full value against damage or loss caused by misuse, fire, theft, and/or natural disasters. Foundation shall be named as an additional insured on this policy.
7. University shall indemnify Foundation and hold harmless Foundation for all claims, causes of action, lawsuits, and damages arising during the period of the equipment loan, and related in anyway to the use, operation, or possession of the loaned equipment.
8. University shall return the equipment to Foundation in the same condition as at the time of the equipment loan. If any damage, changes and/or alterations to the equipment occur during the period of loan, University shall restore the equipment to its initial condition prior to returning the equipment to the Foundation; or, in the alternative shall pay Foundation the cost of restoring the equipment to its condition at the beginning of the loan period.
9. University shall arrange and pay the cost of transporting the equipment to the University. Foundation shall arrange and pay the cost to transport the equipment from the University at the end of the loan period.
10. When the results of research or educational activities are published in any form that are based in part on equipment loaned to University under this Agreement, Professor and University shall clearly acknowledge in the publication that **the activity has been performed on equipment provided by the Machine Tool Technologies Research Foundation.**
11. The conditions described herein constitutes the entire agreement of the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements respecting such subject matter. No waiver, modification or addition to this agreement shall be binding unless expressed in writing and signed by both parties as the mutual agreement.

Machine Tool Technologies Research Foundation
Kazuo Yamazaki, President

University