**PROPERTY LOAN AGREEMENT**

**(Hereinafter the «Agreement»)**

The [Party], having its registered office at (address), hereinafter individually referred to as “Lender”, represented by Prof…………………….., President

On the one hand,

and

The European Gravitational Observatory (EGO), having its registered office at Via E. Amaldi, 5, 56021 Cascina (Pisa), Italy, hereinafter individually referred to as “Borrower”, represented by Prof. Massimo Carpinelli, Director,

On the other hand,

(hereafter collectively referred to as 'Parties')

**CONSIDERING THAT:**

The Parties share an interest in the field of gravitational waves research and engage to contribute to VirgoLab projects;

The engagement of the Parties in the VirgoLab involves the provision of the resources agreed on a yearly basis and may entail the use of the other Party's equipment;

The VirgoLab is a distributed laboratory responsible for the operation, maintenance, commissioning, and upgrade of the Virgo interferometer, hosted by EGO;

 [The Party] proposed to lend to EGO, that accepted, the items specified in Annex 1 (hereinafter the "Equipment") for use within the VirgoLab, for indefinite period. This arrangement is based on the mutual interest arising from the collaboration between the Parties;

**IT IS AGREED AS FOLLOWS:**

**Article 1 - Scope**

1.1 This Agreement defines the modalities under which [the Party] lends the Equipment to EGO.

**Article 2 -The Equipment**

2.1 The Equipment shall be as identified in Annex 1.

**Article 3 - Use of and liability for the Equipment**

3.1 [The Party] shall lent the Equipment to EGO free of charge.

3.2 The equipment shall remain property of the owner, who shall provide the relevant documentation and training, and shall remain responsible for the maintenance of the equipment lent to EGO.

3.3 EGO shall use the Equipment for any purpose agreed upon the Parties, and shall be responsible for its proper care.

3.4 In the event of damage to the Equipment, EGO shall bear all repair and/or replacement costs, provided that such damage is not due to normal wear and tear.

**Article 4 -Duration**

4.1 This Agreement shall enter into force on the Effective Date and shall continue in full force and effect for as long as to give effect to the rights and obligations of the Parties.

**Article 5 - Coordination and notifications**

5.1. The implementation of this Agreement shall be co-ordinated :

For EGO: by ……………………….

For [the Party]: by ………………………..

5.2 Any formal notification under this Agreement shall be made to the contact persons mentioned in Article 5.1

**Article 6 - Governing law and dispute resolution**

6.1 The provisions of this Agreement shall be interpreted in accordance with their true meaning and effect.

6.2 Reference shall be made to Italian substantive law where:

* a matter is not specifically covered by this agreement; or
* a provision of this agreement is ambiguous or unclear.

6.3 Such reference shall be made exclusively for the matter or provision(s) concerned.

6.4 Any difference arising from this Agreement shall be settled amicably, or failing such amicable resolution shall be decided by the competent Italian courts.

The Effective Date of this Agreement shall be ………………………………..

For EGO For [The Party]

Annexes:

Annex 1: the Equipment