

LOAN AGREEMENT.

ÆSR Lab – Applied/Experimental Sound Research Lab

concluded between

Cooperation partners for loan (lender):

- University of Applied Arts (Oskar Kokoschka-Platz 2, 1010 Vienna)
- mdw – University of Music and Performing Arts (Anton-von-Webern-Platz 1, 1030 Vienna)
- Phonogram Archive of the Austrian Academy of Sciences (Liebiggasse 5, 1010 Vienna)

(hereinafter referred to as the lender)

and

Name: _____
number):

Student/Doctoral candidate (matriculation

Address: _____

 Employee at (institute/department):

Telephone number: _____

Email: _____

 Freelance artist/researcher

(hereinafter referred to as "borrower")

§ 1 Loaned item

- The Lender shall provide the Borrower with the following item(s) or premises for research purposes and in accordance with the information provided in full in the reservation request, free of charge and exclusively for the project:

_____ (project title)

- **Designation:** _____
 - Equipment number:
 - Number of items:
 - Location:

- **Designation:** _____
 - Device number:
 - Number of items:
 - Location:

- **Designation:** _____
 - Device number:
 - Number of items:
 - Location:

- **Designation:** _____
 - Device number:
 - Number of
items:
Location:

- **Description:** _____
 - Device number:
 - Number of items:
 - Location:

- **Description:** _____
 - Device number:
 - Number of items:
 - Location:

- The borrower accepts the item(s) and/or premises in accordance with § 1 (1) in a usable condition and undertakes to use them carefully, responsibly and in accordance with the agreement, and to return them fully charged and without any recorded content, if relevant. In the case of room use, the room must be left in the condition in which it was found.
- The borrower also confirms that they have been adequately trained by the laboratory staff in the proper use of the equipment.
- The borrower is responsible for taking out appropriate insurance. At the request of the lender, the borrower must provide proof of insurance against all risks, including transport, before the loaned item is handed over (copy of the policy).
- The borrower confirms that within the respective research project, no other funding has been provided for the purchase of equipment and that double funding is excluded.

§ 2 Loan period

- The rental period begins upon handover on ____ / ____ / ____.
- The latest return date is agreed as ____ / ____ / ____ . An extension is possible , provided that the rental item is available and the maximum rental period has not been exceeded.

§ 3 Other provisions

- The ÆSR Lab's borrowing and room booking guidelines, which are attached as an appendix, form an integral and essential part of this agreement. These guidelines are accepted upon signing the loan agreement.
- In the event of any conflict between this agreement and the ÆSR Lab's borrowing and room booking guidelines, the provisions of this agreement shall take precedence.
- Project documentation and publications must bear the note "with the support of ÆSR – Applied/Experimental Sound Research Labs" and the ÆSR logo.
- Upon completion, the borrower must submit project documentation (links, recordings, photos, etc.) in digital form to the lender.

- Amendments to this loan agreement must be made in writing. Should individual provisions be invalid or unenforceable, the remaining contents of the agreement shall remain unaffected.
- This loan agreement is subject to Austrian law. The place of jurisdiction is Vienna.

For the lender
(name in block letters)

Borrower
(Name in block letters)

Signature

Signature

Place, date

In case of doubt, the German version of these documents shall be deemed legally valid.

BORROWING AND ROOM BOOKING GUIDELINES

for the ÆSR Lab – Applied/Experimental Sound Research Lab

§ 1 General

- The borrowing and room booking guidelines regulate the borrowing and use of technical infrastructure and premises (studios, mobile laboratory, etc.) of the ÆSR Lab. The equipment and furnishings of the ÆSR Lab are the property of one of the cooperation partners, consisting of the University of Applied Arts (Oskar Kokoschka-Platz 2, 1010 Vienna), the mdw – University of Music and Performing Arts (Anton-von-Webern-Platz 1, 1030 Vienna), and the Phonogram Archive of the Austrian Academy of Sciences (Liebiggasse 5, 1010 Vienna). The institution selected in the loan agreement is considered the lender.
- Loans and use of the space are offered exclusively to researchers, artists and students of the institutions, as well as to persons engaged in artistic research who do not receive any other funding for equipment use. Use for private or commercial purposes is expressly prohibited.
- When borrowing items or booking rooms, the loan agreement, including the borrowing guidelines, must be completed and signed; a copy will be provided to the borrower upon request.
- The borrower's personal data required for the loan will be stored for as long as necessary for the purpose of the loan and, under certain circumstances, permanently (e.g. in the event of damage or misuse).

§ 2 Requests for use

- The equipment and rooms must be requested in writing with sufficient advance notice before the planned collection or use (at least one week for infrastructure, two weeks for rooms and laboratories, and four weeks for large equipment (e.g. laboratory trolleys)) via the rental contact specified on the website, together with complete documentation, and a reservation confirmation must be awaited. The planned purpose of use and the desired period of use must be specified. The loan and usage period may vary depending on the item and research purpose, but is limited to a maximum of 2 weeks.
- The borrower has no right to borrow equipment or use lab facilities. The loan may be refused without giving reasons.
- Allocation is based on the chronological order of requests, taking into account the fair use principle: In principle, those users who request first have priority; in the event of simultaneous requests, users who have requested a shorter loan period or less usage time are given priority.
- Reservations for pick-up or training appointments are binding and should be cancelled as soon as possible if the equipment is not needed. In the event of cancellation, any costs incurred as a result of the reservation (e.g. for transport that has already been booked, technician fees) must still be paid. In the event of

cancellation, the lender is entitled to block persons from future use.

§ 3 Equipment rental and lab use

- The reserved equipment must be collected and returned in person (upon presentation of a student ID or photo ID) by the agreed deadline. The reserved rooms must also be taken over in person by the agreed deadline and returned in full. If the equipment is used by several people, the borrower is liable for any damage in accordance with the loan agreement. If the equipment is not returned at the agreed time, the lender reserves the right to exclude the borrower from future borrowing and/or to claim damages or other claims. The premises must be returned or left in a complete and proper condition. Technical equipment must be returned charged and data deleted, if applicable. Direct transfer between users is generally not permitted, but may be agreed in individual cases with the written consent of the lender prior to transfer.
- The lender reserves the right to carry out a technical inspection of the requested equipment before and after the loan period or lab use and, if necessary, to document any damage (excluding normal signs of wear and tear). In the case of large equipment, a handover protocol shall be drawn up prior to the loan, which must be signed by the borrower. In the case of maintenance-intensive equipment or cleaning costs incurred, the lender reserves the right to pass these costs on to the borrower. The costs for damage shall generally be borne by the borrower (§ 4).
- To ensure proper handling of the equipment, technical and/or methodological training is provided by the laboratory staff when the equipment is borrowed for the first time. For some items and entire studios, additional support from the laboratory staff is recommended or required and may be subject to a fee. The borrower confirms in the loan agreement that they have been sufficiently trained in the proper use of the equipment.
- The requested use is bound by the loan agreement in terms of time and location. An extension is possible, but must be requested from the respective institution in good time before the end of the loan period and is only valid after written confirmation. The decision on an extension is at the sole discretion of the lender.
- At the request of the lender, the borrower must provide proof of insurance for the borrowed items by means of confirmation from the insurance company, e.g. in the case of cost-intensive equipment or if the borrowed item is to be transferred abroad (the latter only with the prior written consent of the lender).
- The lender is entitled to demand the return of the loaned item at any time for good cause. Such causes include, for example, breaches of contractual obligations by the borrower; urgent need for the loaned item for the lender's own purposes; or other equivalent reasons. In such cases, the loaned item must be returned immediately.

- Subletting or other transfer of use to third parties is not permitted.

§ 4 Liability

- The borrower is liable for any damage caused by him/her to the equipment and the lab facilities in accordance with the provisions of the ABGB (Austrian Civil Code), whereby slight negligence is sufficient. Any repairs to the equipment may not be carried out independently.
- Use of the equipment for private purposes or outside the agreed research purposes is not permitted.
- If damage occurs, the borrower must report it to the lender immediately. In the event of loss or theft, a report must also be made to the authorities. If the student insurance of the Austrian Student Union or any other insurance cannot be claimed, the borrower shall bear any repair or replacement costs incurred personally.
- The borrower acknowledges that the lender accepts no liability for damage in connection with the loan, in particular for data loss. The lender does not guarantee the functioning of the equipment during the loan period.
- The borrower is aware that the lender is obliged to use the funding (and any equipment, resources, etc. purchased with it) for its intended purpose. The borrower shall therefore provide the lender with documentation and presentation materials for , , and , and shall submit suitable documentation in digital form to after completion of the research project.

In case of doubt, the German version of these documents shall be deemed legally valid.