



## IMOS Animal Tracking Facility Receiver Loan Program

### SIMS Equipment Loan Agreement

**This Agreement** is made and entered into as of start date [   /   /   ] between:

**The Sydney Institute of Marine Science (SIMS)**

ABN 84 117 222 063

19 Chowder Bay Road, Mosman NSW 2088

("Lender")

and

**Legal Name of Borrowing Organisation:**

**ABN:**

**Address:**

("Borrower")

## Terms and Conditions

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### 1. PURPOSE AND SCOPE

1.1 SIMS agrees to loan the equipment listed in *Schedule A* ("Equipment") to the Borrower for the sole purpose of conducting scientific or non-commercial research or study activities that align with the Borrower's stated research objectives.

1.2 This Agreement constitutes a loan to the legal entity named as the Borrower. Individuals acting on behalf of the Borrower must be authorised representatives, and the Borrower organisation accepts full institutional responsibility for the Equipment.

1.3 The Equipment is not to be used for commercial purposes, subleased, transferred to third parties, or used outside the scope of the activities stated in *Schedule A* without SIMS' prior written approval.

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### 2. OWNERSHIP AND RESPONSIBILITY

2.1 All Equipment remains the property of SIMS throughout the loan period and must be returned to SIMS in accordance with the terms of this Agreement.

2.2 The Borrower is fully responsible for the care, custody, maintenance, and security of the Equipment from the time it leaves SIMS until it is returned and received in acceptable condition by SIMS.

2.3 The Borrower is also responsible for: a. Ensuring appropriate transport, storage, and handling of the Equipment; b. Conducting regular inspections and taking reasonable steps to prevent damage, loss, or deterioration; c. Assigning a responsible individual within the Borrower's organisation to oversee Equipment management for the duration of the loan.

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### 3. TERM OF LOAN

3.1 The loan will commence on start date [ / / ] and end on [ / / ] unless extended by mutual written agreement or terminated earlier under Clause 9.

3.2 The Borrower must return all Equipment to SIMS by the end of the loan period, unless otherwise agreed in writing. Equipment must be returned in full working condition, accounting for reasonable wear and tear.

3.3 In the event the Equipment cannot be returned by the agreed end date, the Borrower must notify SIMS no less than 14 calendar days before that date, providing a detailed justification and a proposed alternative return arrangement.

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## **4. INSURANCE, DAMAGE AND LOSS**

4.1 The Borrower must insure the Equipment against loss, theft, damage, and all operational risks during the loan period, including during transport and deployment.

4.2 In the event of damage, loss, or theft of the Equipment, the Borrower must: a. Notify SIMS immediately in writing; b. Provide a written incident report within five (5) business days; c. Reimburse SIMS for the cost of repair or replacement, as determined by SIMS in consultation with the Borrower.

4.3 If the Equipment is deployed in the marine environment and not recoverable due to unforeseen circumstances, the Borrower remains liable for all recovery costs and/or full replacement value.

4.4 Any unauthorised repair, modification or servicing of the Equipment is strictly prohibited and may void manufacturer warranties. The Borrower will be liable for associated costs arising from such actions.

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## **5. TRANSPORT AND RETURN**

5.1 The Borrower is responsible for the full cost and coordination of transporting the Equipment from and to SIMS, including freight, packaging, customs clearance, and insurance during transit.

5.2 Equipment must be returned to SIMS in clean, operational condition, with all original parts, accessories, documentation, and serial labels intact.

5.3 If the Equipment is not returned on time or in acceptable condition, SIMS reserves the right to invoice the Borrower for recovery, replacement, or remedial costs.

5.4 If the individual responsible for managing the Equipment within the Borrower's organisation leaves their position, it is the Borrower's responsibility to reassign the role and notify SIMS in writing. Failure to ensure continuity may result in additional costs or termination of the loan.

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## **6. USE, COMPLIANCE AND SAFETY**

6.1 The Borrower agrees to use the Equipment only as intended and according to SIMS' guidelines or manufacturer specifications. The Equipment must not be used in a manner that poses a safety risk to individuals or the environment.

6.2 The Borrower must comply with all local, state, federal, and international laws, permits, and safety standards applicable to the transport, deployment, and operation of the Equipment.

6.3 The Borrower is solely responsible for obtaining all necessary permits, environmental clearances, or approvals required to operate the Equipment.

6.4 Proof of permit or authorisation must be provided to SIMS upon request.

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## **7. DATA AND ACKNOWLEDGEMENT**

7.1 If the use of the Equipment results in the generation of data, the Borrower is encouraged to share the outcomes with SIMS and/or relevant national archives (e.g., AODN) where applicable. Specific data obligations, if any, will be outlined in *Schedule B*.

7.2 SIMS should be acknowledged in all reports, publications, and presentations arising from the use of the Equipment, using wording provided in *Schedule B* if applicable.

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## **8. LIABILITY AND INDEMNITY**

8.1 SIMS accepts no liability for any injury, loss, damage or claim arising from the use of the Equipment, except in cases of gross negligence by SIMS.

8.2 The Borrower indemnifies SIMS against any claims, damages, costs, or losses arising from the use, misuse, or failure of the Equipment during the loan period.

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## **9. TERMINATION**

9.1 Either party may terminate this Agreement at any time with 30 days' written notice.

9.2 SIMS may terminate this Agreement immediately if: a. The Equipment is used in breach of this Agreement; b. There is a failure to comply with required safety, permit, or insurance provisions; c. The Borrower ceases operations, enters insolvency, or is otherwise unable to fulfil its obligations.



9.3 Upon termination, all Equipment must be returned to SIMS within ten (10) business days unless otherwise agreed.

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## **10. GENERAL TERMS**

10.1 This Agreement constitutes the entire agreement between the parties and supersedes any previous understandings, representations, or communications.

10.2 No amendments will be valid unless made in writing and signed by both parties.

10.3 This Agreement is governed by the laws of New South Wales. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of New South Wales.

## Signatures

### Lender (SIMS)

<b>Signature</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	

### Borrower

<b>Signature</b>	
<b>Name</b>	
<b>*Title</b>	
<b>Organisation</b>	
<b>Date</b>	

*\*Note the person completing the borrowing section is required to be duly authorised by their institution to enter into an agreement of this type by their institution.*

## Schedule A – Description of Loaned Assets

The Equipment is provided for the purposes of the acoustic telemetry project outlined in the project Application Form (Appendix C).

Item Description	Quantity	Serial Number(s)	Notes

- a. The Equipment must be managed and maintained according to the manufacturer's instructions. For more information, please refer to the documentation available at: <https://support.fishtracking.innovasea.com/s/downloads>.
- b. The Borrower must take care to avoid impacting the hydrophone of the receivers, including during freight and/or transit.
- c. The Borrower must ensure that the receiver is not exposed to temperatures beyond its maximum operating temperature (40°C).
- d. The Borrower may apply fouling prevention or antifouling mechanisms to a receiver, but a receiver must be returned in its original condition (accounting for reasonable wear and tear).

## Schedule B – Additional Requirements

- a. The Borrower must record metadata for receiver deployments and recoveries, according to the template provided in *Appendix A*.
- b. The Borrower must record transmitter deployment metadata according to the template provided in *Appendix B*.
- c. The Borrower agrees that any detection and event Receiver Data retrieved from the Equipment shall be uploaded to the Database (<https://animaltracking.aodn.org.au/about>) within seven days of a receiver recovery.
- d. The Borrower acknowledges that the data provided to the Database will be stored and made accessible through the AODN.
- e. Acknowledgment will be given to IMOS in any publications resulting from the data collected using the receivers by including the following text: “Data were sourced from Australia’s Integrated Marine Observing System (IMOS) – IMOS is enabled by the National Collaborative Research Infrastructure Strategy (NCRIS). It is operated by a consortium of institutions as an unincorporated joint venture, with the University of Tasmania as Lead Agent.”
- f. The IMOS Animal Tracking Facility must be notified of all project outputs, including but not limited to; lectures, publications, presentations, and displays.
- g. Copies of any draft documents or presentations will be provided to the IMOS Animal Tracking Facility for review, on request.
- h. Copies of all published material resulting from the project will be provided to the IMOS Animal Tracking Facility.



[illegible]

[illegible]



## **APPENDIX C – Receiver Loan Application Form**