

# Policy Title: Acceptance of Loaned / Consigned Equipment

Category:	□Institutional - Board		
	□Academic - Administrative		
	⊠Institutional - Administrative		
	□Employment - Administrative		
Approved by:	□Board		
	⊠President		
Date approved:	September 26, 2024	Effective date:	September 26, 2024
Policy Sponsor:	Vice President, Administration and Finance	Date last reviewed:	September 26, 2024
Date of Mandatory Review (expiry date):	September 2029	Date of last revision of Procedures:	September 26, 2024

# 1. POLICY

All equipment loaned or consigned to CMCC must be authorized in advance of accepting the loan or consignment, and must have been manufactured under a rigorous process that is insured and follows Canadian manufacturing, or similar standards.

### 2. PURPOSE

To regulate acceptance of equipment loaned or consigned to CMCC.

## 3. SCOPE

CMCC students and employees.

# 4. INFORMATION AND COMPLIANCE PLANS (not a comprehensive list)

A Loan/Consignment Agreement is required.

Canadian Standards Association manufacturing, or similar standards.

## 5. RELATED POLICIES (not a comprehensive list)

- Acceptance of Gifts
- Code of Conduct
- Contract Management, Review and Approval

## 6. DEFINITIONS

### N/A

New Policy Approved (date):	June 2001
Policy Revision History (dates):	August 2017 January 2019 August 2019 September 2024

-----END OF POLICY-----

### 7. PROCEDURES

- 1. The item must meet current standards for such equipment, be of use to the Division receiving it, and approved by the Division Director.
- 2. All individuals or companies making the loan or consignment of equipment to CMCC or CMCC student groups must sign a formal Loan/Consignment Agreement. The Loan/Consignment Agreement identifies the equipment as either a loan or consignment, the term of the loan (start and end dates) or consignment period; responsibility and/or liability for injury, repairs, damage, theft and the time period required for the alteration or termination of the agreement.

The Division Director will send the Agreement, signed by the lender to the Vice President, Administration and Finance (VPAF) along with copies of all documentation and communication between the Division Director and the lender/consignor.

- 3. The VPAF will ensure there is appropriate insurance coverage for the loaned item(s) and will sign the agreement on behalf of CMCC.
- 4. An electronic copy of the signed agreement will be returned to the Division Director receiving the loaned item(s), who will forward a copy to the lender with an appropriate letter of thanks.
- 5. The VPAF will retain the original of the signed agreement.
- 6. The Division Director will, at the end of the loan period, ensure that the item has been returned to the owner or that an extension agreement has been executed.
- 7. If publicity is deemed appropriate (e.g., in *Primary Contact*), the Division Director receiving the item(s) will contact the Associate Vice President, Institutional Advancement and Communications.

New Procedure Approved	June 2001
(date):	

Procedure Revision History (dates):	August 2017 January 2019 August 2019 September 2024
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# 8. ATTACHMENTS

CMCC Loan / Consignment Agreement

## CMCC LOAN / CONSIGNMENT AGREEMENT

(Lender/Consignor – including	address and phone number)	
agrees to provide		
(type of equipment - attach det	tailed description)	
to the Canadian Memorial Chiropr	ractic College (CMCC)	
for a period of		
commencing	and ending	

### Terms:

- CMCC assumes the responsibility of notifying the lender/consignor of equipment failure or disrepair.
- CMCC will be responsible for ensuring that the above mentioned equipment can be used for its intended purpose by all eligible interns and/or chiropractic faculty.
- CMCC will post an appropriate acknowledgement of the equipment loaned/consigned.
- The lender/consignor shall be responsible for ensuring that all government approvals, including but not limited to the approval of the Canadian Standards Association, are obtained for the purposes of allowing the equipment to be used for its intended purposes.
- The lender/consignor shall immediately notify CMCC in writing of any issue of which they become aware concerning the product whether relating to usage or operation.

- The lender/consignor shall be responsible for any repairs to be done to the equipment which result from the use of the equipment for its intended purposes.
- The cost of transporting and/or shipping the above mentioned equipment to and from CMCC shall be the responsibility of the lender/consignor.
- The equipment will be stored in an appropriate and secure fashion.
- CMCC makes no representation or warranty as to the extent of the usage of the equipment.
- The lender/consignor shall be solely responsible for insuring the equipment and maintaining any warranties and guarantees applicable to the equipment.
- The lender/consignor will not make any claims of usage and/or endorsement by CMCC without the prior written permission of CMCC.
- Either the lender/consigner or CMCC may terminate this Agreement with 30 days written notice.

(Signature for lender/consignor)	(Signature for CMCC)
(Print name and position)	(Print name and position)
Date	Date

Form approved by CMCC Institutional Affairs Committee on SEPTEMBER 26, 2024.