

Idaho State UNIVERSITY

PRODUCT EVALUATION AGREEMENT

_____ (“COMPANY”) and Idaho State University (“ISU”) enter this Product Evaluation agreement, pursuant to the following terms and conditions:

1. Company agrees to provide the following product(s) to ISU from _____ [START DATE] through _____ [END DATE]:

DESCRIPTION	MODEL NUMBER	QTY	UNIT VALUE

2. Company agrees to loan the above-listed product(s) to the _____ [DEPARTMENT/COLLEGE/SCHOOL] of ISU for the purpose of _____. This agreement does not constitute an agreement to purchase or intent to purchase by ISU. The company understands that the state of Idaho may require a competitive solicitation to acquire the product being evaluated.
3. Company will deliver the above listed product(s) to _____ [CAMPUS ADDRESS] and install the product(s). If instructions on proper use and maintenance are required, company agrees to provide that instruction at the time of installation at no cost to ISU.
4. Company agrees to pay all charges for delivery of the product(s) to ISU and agrees to pay all charges for the return of the product(s) to the company.
5. Company agrees to pay for any cost or expenses associated with the normal maintenance and repair of the product(s) necessary to keep the product(s) in good operating condition. ISU agrees that it will not permit the product(s) to be service by any non-company personnel without first obtaining the written authorization of company to do so.
6. Company warrants and represents that the product(s) being provided to ISU pursuant to this agreement conform to all manufacturer’s specifications and are fit for ISU’s intended uses. Company further warrants and represents that it has paid all necessary royalties and license fees for patents, copyrights, trademarks, service marks, invention rights that may be associated with the product(s) being provided. Company agrees to defend against and indemnify ISU for any claims of infringement of a third party’s proprietary rights to or interests in the product(s).
7. To the extent permitted by law, company agrees to indemnify and defend ISU for any injuries, damages, penalties, claims or losses, including legal expenses incurred by ISU resulting from the ownership, transportation, installation, maintenance, condition, normal operation, intended use, return or disposition of the product(s).
8. Ownership and title of all product(s) subject to this agreement will remain solely with the company. Accordingly, company is responsible for payment of all taxes and insurance premiums associated with ownership of the product(s). Company agrees to provide proof of insurance upon request by ISU.
9. ISU agrees not to remove any plaques or labels affixed to the product(s).
10. ISU agrees that the product(s) will not be sold, loaned, transferred, used as collateral or used in any way that jeopardizes the company’s ownership interest in the product(s).
11. In connection with ISU’s evaluation of the above-listed product(s), it may receive proprietary information of company. ISU agrees to hold such proprietary information in confidence and not to disclose such information to others unless required by law or court order.
12. ISU agrees to use the product(s) as instructed by company, consistent with its normal functions, and in compliance with all applicable laws anAgreemd all licenses supplied with the product(s). ISU agrees to return the product(s) in the same condition as it was received subject to normal “wear and tear”.

13. The parties agree that their damages as a result of a breach of this agreement are limited to the value of the product(s) at the time of the breach. Neither party is entitled to consequential, incidental, punitive or special damages as a result of a breach of this agreement.
14. This agreement terminates on _____. It is company's responsibility to ensure that the product(s) is removed from ISU's premises within two business days of the termination of this agreement. Either party has the right to terminate this agreement at an earlier time for any reason whatsoever upon five days advance written notice.
15. This agreement and any dispute arising in connection with its operation or execution will be construed in accordance with and governed by the statutes and common law of the State of Idaho, including the choice of law principles of Idaho.
16. This agreement, consisting of ____ pages, reflects the entire agreement of the parties relative to the subject matter contained herein and supersedes all prior or contemporaneous oral or written understandings, statements, representations or promises. This agreement can only be modified in writing signed by the parties to this agreement.

APPROVED AND AGREED on this ____ day of _____, _____ by:

Idaho State University:

[COMPANY]:

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date