

PRODUCT EVALUATION AGREEMENT

UNIVERSITY OF WISCONSIN - MADISON PRODUCT EVALUATION AGREEMENT

_____ (hereinafter referred to as "Company") agrees to lend to THE UNIVERSITY OF WISCONSIN - MADISON (hereinafter referred to as "University") the product listed below pursuant to the following terms:

1. Company agrees to provide the product(s) to the University solely for the purpose of _____

2. The product(s) consist of the following:

Description	Model Number	Qty.	Unit Value	Extended Value
_____	_____	_____	\$ _____	\$ _____
_____	_____	_____	\$ _____	\$ _____

3. Company shall deliver the product(s) to the University and install it (if requested by the University) at the address indicated below.

Address: _____

All deliveries shall be made FOB Destination. _____ agrees to pay the freight charges to the destination; and _____ agrees to pay the shipping charges for the return.

4. Title to all product(s) will at all times remain solely in Company. During the term of this Agreement, the University agrees not to remove any plaques or labels affixed to the product(s) indicating that such unit is the property of Company.
5. If product(s) shall require repair service while in University's possession, Company shall at Company's sole cost and expense, during the term of the Agreement, provide all normal on-site repair service required to maintain the product(s) in good operating condition. University agrees that it will not permit the product(s) to be serviced by non-Company personal without the prior express written authorization of Company.

6. This Agreement shall terminate _____, and University, if it has not already done so, shall return product(s) to Company. Company shall have the right to terminate this Agreement at any time with or without cause upon giving the University a minimum of (5) five days notice, and to demand the return of product(s).
7. THIS AGREEMENT DOES NOT CONSTITUTE INTENT TO PURCHASE BY THE UNIVERSITY.
8. By entering into this agreement, the Company acknowledges that the aforementioned product will not be insured by the University, and the University will not be liable for any theft, loss or damage to the equipment whatsoever. The University's sole responsibilities will be limited to exercising reasonable care of, and providing reasonable security for the aforementioned product.
9. The Board of Regents of the University of Wisconsin System agrees to provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Board of Regents further agrees to hold harmless the Company, its officers, agents and employees from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University of Wisconsin System while acting within the scope of their employment where protection is afforded by ss. 893.82 and 895.46(1), Wis.Stats.
- The Company agrees to hold the University harmless from any loss, claim, damage or liability of any kind involving an employee, officer or agent of the Company arising out of or in connection with this Agreement..
10. This Agreement sets forth the entire understanding, and hereby supersedes any and all prior Agreements, oral or written, heretofore made, between the parties with respect to the subject matter of this Agreement, and there are not representations, warranties, covenants, Agreements, or collateral understanding, oral or otherwise, express or implied, affecting this instrument that are not expressly set forth herein.

Agreed to and Accepted _____, 2001

By:

THE UNIVERSITY OF WISCONSIN-MADISON

COMPANY:

Signature

Signature