

PRODUCT EVALUATION AGREEMENT

_____ (hereinafter referred to as "Contractor") agrees to lend to Lansing Community College (hereinafter referred to as "College") the product(s) listed below pursuant to the following terms:

1. Contractor agrees to provide the product(s) to the College solely for the purpose of _____.

Without consideration or mutual promises and covenants unless expressly stated in this document, the College and Contractor agree as follows:

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

<u>Description</u>	<u>Model Number</u>	<u>Qty.</u>	<u>Unit Value</u>	<u>Extended Value</u>
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3. Contractor shall deliver the product(s) to the College and install it at the address indicated below.

Address: _____

If installation by the Contractor is needed, College will request the Contractor to do so.

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 Contractor. During the term of this Agreement, College agrees not to remove any plaques or labels affixed to the product(s) indicating that such unit is the property of Contractor.
5. If product(s) shall require repair service while in College's possession, Contractor shall at Contractor'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. College agrees that it will not permit the product(s) to be serviced by non-Contractor personnel without the prior express written authorization of Contractor.
6. The test/evaluation period will begin _____ (date) or upon delivery and/or installation of the products, whichever occurs first, and will continue until _____ (date). The Contractor agrees to promptly remove the products at the end of the test/evaluation period.
7. **Termination:** Either party has the right to cancel this agreement, effective upon ten (10) days written notice. Any termination by the College, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights of the College against the Contractor.
8. In connection with College evaluation of product(s), the College may receive proprietary Contractor information, and the College agrees to hold the information confidential and not use or permit others to use it unless required by law. The College agrees that all use of the product(s) during the evaluation period will be in accordance with the information supplied with the product(s) and in compliance with all applicable U.S. government laws. The College further agrees that the products will not be sold, transferred, or altered in any way during the evaluation period.

9. 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. There are no representations, warranties, covenants, Agreements, or collateral understanding, oral or otherwise, express or implied, affecting this instrument that are not expressly set forth herein.
10. Insurance: College shall provide property insurance for the product if warranted. The insurance shall be the same coverage as applies to College owned property. Such coverage does not insure against normal "wear and tear" or ordinary maintenance. Coverage shall apply effective with the completed installation or equipment until the Contractor begins removal of the product.

Agreed To and Accepted By: _____

11. The College does not now have and may not have in the future an approved purchase requisition, nor does it expect to have a requirement to purchase the product being evaluated and tested. Any future purchase is contingent upon funds being made available for such product. If such products are purchased, the College's competitive purchasing policies will be followed. By placing products for demonstration and evaluation the Contractor will not receive preferential consideration should a purchase occur.
12. The College does not incur any costs by reason of this agreement and it is expressly agreed that Contractor does not expect any form of payment for delivery, installation, removal or use of product by the College. The following consumable supplies will be provided by the College during the test and evaluation period:

Any consumable supplies not listed above will be furnished by the Contractor at no cost to the College.

By: _____
 ELT Member Signature

Approved:

 Division

 Purchasing Director Signature

 Date

Contractor:

 Date

By: _____
 Signature

 Title

 Date



This addendum is attached to serve as a continuing notice of Lansing Community College nondiscrimination policy for Title VI, Title IX, Section 504, and Title II. This addendum shall become effective as of January 17, 2019.

Nondiscrimination Statement:

Lansing Community College is committed to providing equal employment opportunities and equal education for all persons regardless of race, color, sex, age, religion, national origin, creed, ancestry, height, weight, sexual orientation, gender identity, gender expression, disability, familial status, marital status, military status, veteran's status, or other status as protected by law, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position or that is unrelated to the person's ability to participate in educational programs, courses, services or activities offered by the college.

The following individuals have been designated to handle inquiries regarding the nondiscrimination policies: Equal Opportunity Officer, Washington Court Place, 309 N. Washington Square Lansing, MI 48933, 517-483-1730; Employee Coordinator 504/ADA, Administration Building, 610 N. Capitol Ave. Lansing, MI 48933, 517-483-1875; Student Coordinator 504/ADA, Gannon Building, 411 N. Grand Ave. Lansing, MI 48933, 517-483-1885; Lori Willett, Human Resource Manager/Title IX Coordinator, Administration Building, 610 N. Capitol Ave. Lansing, MI 48933, 517-483-1870; Christine Thompson, Student Title IX Coordinator, Gannon Building, 411 N. Grand Ave. Lansing, MI 48933, 517-483-1261.