

APPENDIX A

SUNY UPSTATE MEDICAL UNIVERSITY – UNIVERSITY HOSPITAL  
 VENDOR RELEASE FORM  
 Authorization for Equipment Trial or Loan

\_\_\_\_\_ (Company), Located at: \_\_\_\_\_  
 agrees to furnish SUNY Upstate Medical University (UH) sample products or equipment (Products), as described on the reverse side hereof, for UH's evaluation and testing purposes subject to the terms and agreements expressed below.

1. Company agrees to furnish Equipment at no charge or cost to UH including delivery and all related return freight costs, installation and/or de-installation, and any insurance coverage necessary for the equipment.
2. Company agrees that its participation *is* voluntary, and that UH has made no representation, commitment, or guarantee to purchase these or additional Equipment or related supplies now or in the future.
3. Company warrants to UH the furnishing or use of any Equipment hereunder does not infringe any adverse valid existing patent, and agrees to indemnify and save harmless UH, the State University of New York and the State of New York, their regents, officers, customer, agents and employees from and against any and all claims, actions, damages, suits, proceedings, judgments, or liabilities incurred in connection with any claim, suit, or action for actual or alleged infringement based upon the UH's use of said Equipment. Company agrees to defend, at its sole expense, any such claim, suit, or action brought against UH, the State University of New York and the State of New York, their regents, officers, customers, agents, and employees individually or collectively.
4. Company agrees to indemnify, defend and save harmless UH, the State University of New York and the State of New York, their regents officers, customers, agents, and employees from and against any and all claims, actions, damages, suits, proceedings, judgments, or liabilities arising from the use of Equipment hereunder.
5. Company agrees that UH may evaluate and test Equipment in such a manner as determined to be reasonable and appropriate by UH, during the period from \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_ .
6. Company agrees that they will retain title to the Equipment and responsibility for any and all preventative maintenance, service and/or repairs, including without limitation any repairs necessitated by damage to Equipment while it is in UH's possession, for which UH shall have no responsibility, unless damage is due to hospital's intentional negligence.
7. When de-installing, the Company must return the facility to the same condition as it was prior to the install.
8. Company agrees to remove product from UH at the end of the evaluation period.
9. Vendor must familiarize themselves with the requirements set forth in Sections VI CRITERIA FOR NEW PRODUCT AND EQUIPMENT TRIAL OR LOAN and VII VENDOR INITIATED RECALL OR REPLACEMENT in the Administrative Policy, #xx Vendor Policy.

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, by:

**Company**

**UH Department**

**UH Clinical Engineering**

\_\_\_\_\_  
 (Name - Print or type)

\_\_\_\_\_  
 (Name - Print or Type)

\_\_\_\_\_  
 (Name - Print or Type)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Authorized Signature)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 Hospital Purchasing – Buyer

\_\_\_\_\_  
 Purchase Order # (if applicable)

\_\_\_\_\_  
 Date

**REVERSE MUST BE COMPLETED (Original to Purchasing, Vendor, Dept/Committee)**

SUNY UPSTATE MEDICAL UNIVERSITY – UNIVERSITY HOSPITAL  
VENDOR RELEASE FORM

Tracking PO #	Vendor	Mfg. Item #	Serial #	Description	Qty.	Estimated Cost	Estimated Evaluation Dates

\_\_\_\_\_  
UH Contact Name

\_\_\_\_\_  
Company Contact Name

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Phone Number: