

APPENDIX A

SUNY UPSTATE MEDICAL UNIVERSITY, UNIVERSITY HOSPITAL (UH),
UPSTATE MEDICAL UNIVERSITY AT COMMUNITY GENERAL (CG)
(collectively "Upstate")

SUNY UPSTATE MEDICAL UNIVERSITY – UNIVERSITY HOSPITAL - CG
VENDOR RELEASE FORM

Authorization for Equipment Trial or Loan of Equipment

(Company), Located at: _____ agrees to furnish SUNY Upstate Medical University, University Hospital (UH), Upstate Medical University at Community General (CG), (collectively "Upstate") sample products or equipment (Products), as described on the reverse side hereof, for Upstate'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 Upstate 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 Upstate 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 Upstate the furnishing or use of any Equipment hereunder does not infringe any adverse valid existing patent, and agrees to indemnify and save harmless Upstate, 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 incurred in connection with any claim, suit, or action for actual or alleged infringement based upon the Upstate's use of said Equipment. Company agrees to defend, at its sole expense, any such claim, suit, or action brought against Upstate, 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 Upstate, 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 Upstate may evaluate and test Equipment in such a manner as determined to be reasonable and appropriate by Upstate, during the period from _____, 20_ through _____, 20_ .
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 Upstate's possession, for which Upstate shall have no responsibility.
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 UPSTATE at its own expense 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, V-12, Vendor Policy.

Accepted this _____ day of _____, by:

Company	Upstate Department	Upstate 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 (UH),
 UPSTATE MEDICAL UNIVERSITY AT COMMUNITY GENERAL (CG)
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 VENDOR RELEASE FORM**

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

Upstate Contact Name

Company Contact Name

Phone Number

Phone Number: