

DISA ACQUISITION REGULATION SUPPLEMENT (DARS)

PRODUCT LOAN AGREEMENT

I. This agreement sets forth the terms and conditions under which the Defense Information Systems Agency (DISA), (hereinafter, "the Government") shall accept without cost the loaned product(s) (hereinafter, "products") listed below from _____ (hereinafter, "the Contractor") for testing and evaluation.

<u>Quantity</u>	<u>Type</u>	<u>Description</u>
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II. The product(s) listed in paragraph I above shall be delivered to _____ on or about _____ (day/month/year). The Government shall acknowledge receipt of the product(s) in writing, and retain a copy of the acknowledgment.

III. The Contractor shall bear the cost of transporting the product(s) to and from the address listed in paragraph XII and all risk of loss while they are being transported.

IV. The Government is hereby authorized to perform whatever testing it deems necessary to evaluate the products, and shall be under no obligation to pay the Contractor for their use. Testing by the Government is subject only to the following limitation:

The Contractor grants to the Government a nonexclusive, nontransferable license to use, perform and execute product(s) delivered hereunder in connection with the testing and evaluation of the product(s). No other rights expressed or implied are granted.

V. No copies of the product(s) shall be made without prior express written consent of the Contractor.

VI. Ownership of the product(s) shall, at all times, remain with the Contractor.

VII. The Government shall not be liable for damage, destruction or loss of the product(s).

VIII. In the event that damage occurs to Government property solely as a result of the use of the product(s), the Contractor shall be liable, at the Government's election, for repair or replacement of the damaged property.

IX. Unless otherwise mutually agreed to by the parties, the testing period shall be for (insert no. of months) and shall begin on (insert day/month/year). The Government shall return the product(s) to the Contractor on or before _____ (day/month/year). If the testing extends beyond six (6) months, the parties agree that the Contracting Officer for the Government shall have the opportunity to review the Product Loan Agreement.

X. The Contractor shall acknowledge return of the product(s) by providing a written receipt to the Government noting the date and time possession of the products(s) was surrendered to the Contractor.

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XI. THE GOVERNMENT DOES NOT INTEND TO AWARD A CONTRACT ON THE BASIS OF THIS AGREEMENT AND SHALL NOT PAY FOR THE TESTING AND EVALUATION OR ANY EXPENSES INCURRED BY THE CONTRACTOR IN CONNECTION THEREWITH, EXCEPT AS STATED ABOVE. THE GOVERNMENT HAD MADE NO REPRESENTATIONS RELATIVE TO FUTURE ACQUISITIONS OF THE LOANED ITEMS. INFORMATION CONCERNING FUTURE ACQUISITIONS IS TO BE OBTAINED FROM THE CONTRACTING OFFICER IN COMPLIANCE WITH THE FEDERAL ACQUISITION REGULATION, PART 5, PUBLICIZING CONTRACT ACTIONS.

XII. The use of the product(s) under this PLA shall be for official government business only. The place or location for demonstration and/or evaluation is listed below:

Requirements Office Code: _____
Phone #: _____ e-mail address: _____
Address: _____

XIII. This Agreement constitutes the sole and entire understanding between the parties pertaining to the loan of product(s) listed in paragraph I above.

XIV. The undersigned on behalf of the Government and the Contractor have read the terms of this agreement, understand the terms and agree to abide by them.

Signature of Contractor

Name/Company/Title of Signer (Type or Print)

Date

Signature of Contracting Officer

Name/Office/Code of Signer (Type or Print)

Date

THE BELOW SIGNATURE IS REQUIRED IF THIS PLA HAS BEEN REVISED:

Signature of Legal Counsel

Name/Office/Code of Signer (Type or Print)

Date

cc: Requirements Office

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