

**U.S. Department of the Army
Directorate of Contracting
Fort Bliss, Texas**

Demonstration and Product Display Agreement

This Demonstration and Product Display Agreement (hereinafter "Agreement") is hereby entered into by and between _____ (hereinafter "Vendor") and the United States of America acting through the Department of the Army, _____ (hereinafter "the Government").

WHEREAS, the parties wish to set forth below the terms and conditions agreements hereinafter contained, the parties do hereby mutually agree as follows:

1. Description of demonstration of product display:

2. Location of demonstration or product display:

3. Date(s) and duration of demonstration or product display:

4. The demonstration will be conducted for the sole purpose of demonstrating the capability of particular items or services and not for fulfilling mission requirements. The examination and demonstration of items or services will in no way, expressed or implied, obligate the Government to purchase, rent, or otherwise acquire the items or services demonstrated, displayed or furnished. There will be no transfer of funds or other financial obligation between the Government and the Vendor in connection with this Agreement and each party will fund its own participation under this Agreement.

5. Vendor will have sole responsibility for furnishing all supplies and/or the equipment, etc., necessary to accomplish the demonstration. On occasion, it may be desirable to furnish certain supplies and/or equipment from Government assets to support vendor demonstrations. These supplies and/or equipment will not be furnished unless approved by proper Army authority. In the event that the Government agrees to furnish supplies or equipment, the Vendor agrees to repair, replace or fully reimburse the Government for any damage or loss incurred while the supplies or equipment are in the Vendor's possession.

6. Manufacture, transportation, maintenance, and demonstration of items shall be accomplished without cost to the Government. Demonstrations shall be conducted by an authorized representative of the Vendor furnishing the items or services for demonstration. Government personnel will neither demonstrate nor endorse the Vendor's products.

7. The Vendor understands that unless it clearly marks data as proprietary, ANY data provided by the Vendor becomes the property of the United States Government. The Vendor shall inform the Government in writing regarding any data it considers proprietary. The Government further agrees to properly protect the Vendor's proprietary information and/or data concerning this demonstration including, but not limited to, the concept and design of this equipment, and such proprietary information and/or data will not be disclosed outside the Government and may be used by the Government for evaluation purposes only.

8. The Vendor will not file ANY claim against the Government or otherwise seek compensation for any equipment, materials, supplies, information, or services provided.

9. Each party will retain title to all of its own materials, equipment, other property and facilities which may be provided to, and/or used by the other party under this Agreement.

10. The Government is not bound, nor is it obligated, in any way to give any special consideration to the Vendor on future contracts as a result of participating in this Agreement.

11. This Agreement does not constitute or create a joint venture, pooling arrangement, partnership, or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth herein. The relationship of the parties is that of independent contractors, and no party shall have authority to bind any other except to the extent authorized herein. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either of the parties.

12. To the extent that a risk of damage or loss is not dealt with expressly in this Agreement, each party's liability to the other party arising out of this Agreement, whether or not arising as a result of an alleged breach of the Agreement, shall be governed by applicable substantive law and shall be limited to direct damages only, and shall not include any loss of revenue or profits or other indirect or consequential damages.

13. This Agreement expressly does not attempt to allocate responsibility for any personal injury or death or damage to property of person, other than that of the parties hereto, that may arise out of activities contemplated under this Agreement, such responsibility shall be governed by applicable substantive law.

14. This Agreement does not constitute either party's endorsement of any evaluation or demonstration results, or other matters. Neither party makes assurances to the other as to performance of the objects evaluated or demonstrated at the Government's facilities.

15. The Government shall authorize and give the Vendor's employees and representatives on-site access for the purposes of conducting the demonstration.

16. The foregoing constitutes the entire agreement between the parties, which supersedes any prior oral or written agreement, commitments, understandings, or communications with respect to the subject matter of this Agreement, and any changes, revisions, or amendments to the

Agreement shall not be effective until reduced to writing and approved by an authorized representative of each of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives in duplicate, and each duplicate shall be deemed to be an original as of the day and year last written below.

(Company Name)

United States of America
Department of the Army
(Contracting Officer)

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

PHONE: _____