



Helping government evaluate, source, implement and measure effective, efficient and appropriate Information Systems solutions.

Telephone: (732) 741-2000 / Main Fax: (732) 741-2009
Public Web Site: www.Cherokee.to

Cherokee Group, Inc.

East Coast Address:
133 Maple Avenue
Red Bank, NJ 07701

West Coast Addresses
Multiple. Released as needed
for each Evaluation.

Evaluation Agreement

Vendor:

Firm Name
Attn: Contact Name & Title
Corporate Address
City, State Zip

Date	Date Issued
Control	Cherokee Number
Manager	Lastname

Introduction

Cherokee Group is a private organization that provides consulting and management services to government agencies, primarily related to Information Technology Acquisition Support. Unless otherwise instructed, the Cherokee location **administering** this Evaluation is: 133 Maple Avenue, Red Bank, New Jersey 07701 USA, Telephone (732) 741-2000, Fax (732) 741-2009, www.Cherokee.to

This document is a formal request to the Vendor, from Cherokee, that you allow Cherokee to **evaluate** your products (or services) listed herein, and that you supply us with samples of these products, at no cost to our clients, or us for this purpose. The purpose of these evaluations is to make recommendations to our client, who may then purchase these products from you or your sales channel.

We ask that you provide the materials described herein, per the terms of this Agreement, which include the numbered items following the **Specification Grid**.

In exchange for submitting these evaluation samples, and providing technical support during the evaluation, Cherokee agrees to fairly and thoroughly analyze the Vendor's product or service, and report these results to Cherokee's client(s).

There is no charge to you for participating in this Evaluation. Cherokee will not accept compensation or favors of any kind from a Vendor. The only costs to a Vendor participating in a Cherokee Evaluation are to ship the product(s) to Cherokee, and providing distance-based training and support, if applicable, and at the Vendor's discretion. At Cherokee cost, we return products to the Vendor in "Opened, but As-New" condition, except for normal use, or as allowed by the Vendor per this Agreement, via secure, insured ground transportation (UPS, Fedex, etc.)

Specification Grid

<i>Our Project Name</i>	Project Name.
<i>Client(s)</i>	Names of specific agencies if applicable, or political divisions.
<i>Category</i>	Type of Evaluation
<i>Highest & Best</i>	Please configure as described here. (See Clause 10 – "Highest & Best")
<i>Vendor</i>	Name of producer of evaluated I.T. hardware, software or service.
<i>Vendor Contact</i>	Name, telephone and email.
<i>Product Requested</i>	Trade name of specific hardware, software or service(s) requested for evaluation.

<i>Brand / Model / ID Specifications</i>	<p>Name of Product(s), Version Numbers. Description follows.</p> <p>If software is “trial timed” or “time release” (which is acceptable), it must not “time out” before One Hundred and Ten (110) calendar days after installation by Cherokee. Permission to duplicate each product one (1) time and use concurrently at 2 testing facilities is required. If product is “multi-user”, minimum configuration for evaluation is six (6).</p>
<i>Accessories</i>	Description of accessories, options or special features requested.
<i>Compatibility Requirements</i>	List of specific hardware, Operating Systems, software, environments, or otherwise that the evaluated hardware, software or service(s) must coexist with.
<i>Operating Systems</i>	Operating system unless specified is Microsoft® Windows® XP® and Vista® . Any hardware or software that is compatible with the Linux O/S will be tested separately, and get 3 additional points.
<i>Packaging</i>	Vendor option – not relevant to evaluation.
<i>Vendor Participation</i>	Vendor may be asked, but is not required, to provide telephone support of a nature usually provided public sector end-user customers. This allows Cherokee to most effectively and efficiently determine the optimal configuration and use of the products. No on-site visits permitted. Vendor may not review any competing products in the Evaluation Matrix.
<i>Non Disclosure</i>	No information received from Vendor will be shared with other vendors, and no results specific to this Vendor’s products will be shared with other Vendors. Any material identified as “Confidential” will not be released to client, or anyone outside Evaluation Team without prior written Vendor consent. Cherokee will sign Vendor’s NDA to the extent it is not in conflict with this Evaluation Agreement, not in conflict with the laws of the State in which testing will be done, and not in conflict with Cherokee’s professional or legal responsibilities to it’s staff, clients and stockholders.
<i>Return of Materials Destructive Testing / Consummables: for Hardware</i>	All hardware and related software, manuals and materials will be uninstalled, and returned to Vendor after the Evaluation. All testing is “Non Destructive” unless otherwise agreed in writing in advance. If “Destructive Testing” was approved by the Vendor, for all or some of the Vendor’s material, an “Affidavit of Disposition” will be provided attesting to the disposition of that portion of the material not being returned to the Vendor.
<i>Return of Materials Destructive Testing / Consummables for Software</i>	All software, manuals, packaging and related materials will be uninstalled, and returned to Vendor after the Evaluation. Upon request Cherokee will provide an “Affidavit of Software Removal” confirming the removal of all copies and installations of any vendor-provided software associated with this Evaluation. Vendor will provide an uninstall mechanism with the software. If a dongle or other physical “key” is required to operate the software, it will be returned to the Vendor.
<i>Disposition of Evaluation Materials</i>	The Vendor may instruct Cherokee to dispose of their materials in several fashions after the Evaluation is complete: A. Return to Vendor (default), B. Uninstall and destroy, C. Destroy and dispose, or D. Donate usable remaining portions to a New Jersey-based non-profit organization. This can be a specific charity or cause, or the Vendor may designate a “category” (i.e. Homeless Prevention). Cherokee coordinates dispositions with the United Way of Central New Jersey. The recipient organization then provides a “Donation Letter” directly to the Vendor. The Vendor is not responsible for donated hardware or software, and no warranty, and no support is included. We request permission to dispose of heavy items (over 20 Kilos) locally rather than return to Vendor, but no positive or negative impact on evaluation scoring results.

<i>Other vendors or equipment involved.</i>	If disclosed, the names of other hardware, software or service(s), either trade names or producers.
<i>Evaluation Period</i>	Not less than number (X) months , not more than number (X) months , including life cycle testing.
<i>Ship Equipment To</i>	Name and street address of testing facility. Usually Red Bank, New Jersey or San Diego, California. If applicable, provide "inside delivery".
<i>Ship By Date</i>	Please deliver to Cherokee on or about Delivery Date .
<i>Cherokee Contact</i>	Technical: Name(s) and email(s) of technical individual(s) / Management: Name and email of Evaluation's managerial individual
<i>Testing Locations</i>	Location testing is scheduled, as well as description of any off-site testing.
<i>Freight Costs</i>	Vendor pays cost to deliver materials to Cherokee. Cherokee will pay insured shipping charges back to Vendor after evaluation. Cherokee ships all materials via United Parcel Service, insured for retail value.
<i>Comments / Notes</i>	N/A.
<i>Equipment or software your equipment / software will be used with during testing</i>	Please alert Cherokee to any compatibility or configuration issues.

General Terms:

1. For purposes of this Agreement, any hardware or software product, or service, may generically be called "the material", "the products", or "the Subject of this evaluation".
2. The Vendor verifies that the products or services supplied to Cherokee are essentially the same as Cherokee's clients will receive when they buy the same products or services through approved sales channels, and that these or comparable are expected to be available (i.e. life cycle) for 12 months from the date of this Agreement.
3. The Vendor verifies that it is authorized to submit the materials for testing, and that you are authorized to provide technical support.
4. Unless disclosed in writing, any technical support or Vendor attention or involvement will be the same as our clients will receive, no better or worse, if the clients purchase the Vendor's products or services.
5. The vendor may not witness, review nor influence any testing, nor attend evaluation meetings, unless approved in writing in advance. Such participation is permitted only in extraordinary circumstances, where the Vendors participation will clearly facilitate a more accurate or timely evaluation result.
6. Usability assistance. In those instances where software is being evaluated, especially tools and developer products, Vendor assistance in using these tools is in the interests of testing due to the otherwise long and expensive learning process before Cherokee's software evaluators can create demonstration applications. In these circumstances, all Vendors will be offered the same participation, and this participation will be disclosed in the evaluation.
7. Cherokee will return the material in the same packing as was used to send. If this is not possible the vendor will supply return packaging.
8. When the duration of an Evaluation exceeds 90 days, Cherokee may provide interim reports to its client.
9. If Vendor makes substantial product modifications, withdraws the products from the market, or goes out of business during the Evaluation cycle, Cherokee may disqualify the Vendor's submission.
10. If our request is for the "**Highest and Best**" configuration of a piece of hardware or software, that means we are asking that you include every option, your most robust, feature-rich configuration available. Any available options should be included. If in our evaluation, a competitor includes more options or functionality than you did, even if you could have, we will consider whatever you send us to be the best you have. A Vendor will prejudice its position and products if you neglect this clause
11. Cherokee's request for evaluation materials does not indicate that the Vendor or its products can be sold to our clients. Most government agencies require pre-certification before products can be purchased. If your products or sales channel partners are not on New Jersey State Contract, sales may require competitive bidding.
12. Cherokee makes no representations as to whether this evaluation will result in any sales to the Vendor. Cherokee does not make purchase decisions, but merely performs evaluations and, where appropriate or at the client request, makes specific purchase recommendations.

13. Some evaluations are conducted for the purposes of a specific purchase by a specific client. These may result in a "winner take all" purchase. Other evaluations result in a "Consumer Reports[®]"-like rating, but giving the purchasing agencies the option of final decision.
14. Cherokee will accept responsibility for the materials while they are in our possession. Our General Liability Insurance covers damage or loss of materials on our premises. Vendor must insure transit and be responsible for materials until received by Cherokee. Damage during testing is the responsibility of Cherokee unless "destructive testing" has been approved in writing by the Vendor. The default testing mode is "non destructive".
15. Cherokee's policy is to not disclose preliminary test results with Vendors during the evaluation. After the evaluation is complete, Cherokee may discuss results in a general or statistical fashion, but will not disclose results of competing products or services in any event. These conversations are a courtesy to the Vendor, and in the interests of Cherokee's clients in that the Vendor may use this feedback to improve its products or services. Product ratings and evaluation comments may be adjusted in final reports.
16. In the event of a negative evaluation, the Vendor will be given the opportunity to attach a 200-word statement to the evaluation. This statement will be distributed, unedited, with the evaluation.
17. It is Cherokee's policy to make every effort to provide evaluations that provide actionable information to our clients, and that are balanced, independent, objective, and accurate. Cherokee or its employees or contractors will disclose any real or apparent conflict(s) of interest, including financial interests or other relationships, with any product or vendor involved in any evaluation. Such a relationship is strongly discouraged, but not necessarily cause for disqualification, but that any potential conflict is fully and openly identified, so that readers of the evaluation may form their own judgments about the results of the evaluation.
18. The Vendor, and Cherokee, certify that Cherokee has not, to the knowledge of the signers of this Agreement, received any financial or other consideration from the Vendor or any affiliate or sales channel partner, in return for more favorable evaluation results, and that the Vendor's firm has no existing business relationship with Cherokee that could create even the perception of conflict of interest.
19. Cherokee is not a VAR, OEM nor distributor. It does not sell hardware or software. Cherokee is paid by its clients to make impartial evaluations of Information Technology hardware, software, services, platforms and other consultants, using scientific as well as subjective evaluation criteria and protocols designed by or approved by the Client.
20. Cherokee will use its best efforts to fairly and accurately evaluate the Vendors products or services, but Cherokee is neither liable nor responsible for errors, omissions, or necessarily subjective conclusions of its personnel, or for any consequential damages to any Vendor or client. Our maximum responsibility is to notify our clients of any errors or new information when it is brought to our attention and verified.

By signing below, each signatory represents that s/he is authorized to enter into this Agreement on behalf of his/her organization, and that their respective organization will use its best efforts to comply with the spirit and terms of this Agreement. Thank you.

Cherokee Group, Inc. by:

Name & Signature of Vendor's Representative:

Name of Managerial Contact

Date

Date