

HP GRANT TERMS AND CONDITIONS  
(for Greater China)

Requestor shall be deemed as the not-for-profit entity or accredited educational institution named on the China Hewlett-Packard Co., Ltd. (“HP”) online grant administration system (“Requestor” or “Recipient”).

**Requestor hereby acknowledges and agrees that its submission of a grant request does not obligate HP in any way to award any or all portions of the request. HP shall determine grant awards at its sole discretion. All awards shall be subject to the terms and conditions contained herein. No other terms and conditions executed shall apply to any grant award unless pursuant to a writing executed by Recipient and HP.**

These terms and conditions shall convert to a binding agreement, if and when, HP determines to award a grant of product or cash or both (an “Award”) and upon Requestor’s click, or signature, acceptance of these HP Grant Terms and Conditions (these “Terms and Conditions”). At such time, the HP approved grant administration system elements, including but not limited to the request for proposal and notification of grant award (“Approved Elements”) shall be incorporated by reference and become a part of these Terms and Conditions.

To the extent that an Award consists solely of cash, Sections 2-7 of these Terms and Conditions shall not apply to such Award.

TERMS AND CONDITIONS SHOULD A GRANT BE AWARDED.

**1. DEFINITIONS**

- a) “Delivery” means (i) with respect a Product Award, the date of delivery of an Award pursuant to HP’s standard shipping method to Recipient’s defined, and HP approved, “Ship To” address, as evidenced by a proof of delivery (provided by HP’s designated freight carrier) and/or confirmation of receipt by Recipient and (ii) with respect to a cash Award, the date of delivery of the check via regular mail or HP’s designated carrier.
- b) “Manufacturer” means the entity, whether HP or a third party, that manufactures Product(s) contained in a Product Award.
- c) “Products” means hardware, Software, documentation, accessories, supplies, parts and/or upgrades that are provided by the respective Manufacturer pursuant to a Product Award.
- d) “Recipient” means the recipient of an Award.

e) "Software" means any software program capable of operating on a controller, processor or other hardware Product, whether a separate Product included with another Product or fixed in hardware and not removable in normal operation.

f) "Specifications" means specific technical information about Products that is published in Product documentation in effect on the date Recipient's Product Award is shipped.

g) "Support" means hardware maintenance and repair, Software updates and maintenance, training, and other standard support services that may or may not be provided by HP or a third party designated by HP ("Designee"), at HP's sole discretion, pursuant to any Product Award.

## **2. DELIVERY**

Product Delivery is subject to Product availability should HP grant Recipient's Product Award. Reasonable efforts will be made to meet Recipient's Delivery requirements; provided, that nothing in these Terms and Conditions shall create an obligation for HP to meet Recipient's Delivery requirements.

## **3. SHIPMENT AND RISK OF LOSS**

Products will ship according to HP's standard commercial shipping practice. Title and risk of loss and damage will pass to Recipient at the "Ship To" address. Delivery of Products awarded may vary depending upon availability. HP will attempt to consolidate a Product shipment to the extent that the Award contains more than one Product; however multiple Product shipments may occur.

## **4. INSTALLATION (if applicable) AND ACCEPTANCE**

a) For Products with installation included in the Award, acceptance by Recipient occurs upon completion of installation. For Products without installation included in the Award, acceptance by Recipient occurs upon Delivery.

b) If Recipient schedules or delays installation by more than thirty days after Delivery, Recipient's acceptance of the Product(s) will occur on the 31st day after Delivery.

## **5. SUPPORT (if applicable; the terms of this Section 5 only apply if Support is provided as part of a Product Award)**

a) Grants of, or orders for, Support are subject to the terms of a Support Terms Exhibit or quotation in effect on the date of the Product Award and included in writing with such Award. Such terms shall be incorporated herein by reference.

- b) To be eligible for Support, if any, Products must be at current specified revision levels and in good operating condition.
- c) The Manufacturer may, at no additional charge, modify Products to (i) improve operation, supportability or reliability, or (ii) meet legal requirements.
- d) Relocation of Products is solely Recipient's responsibility. Relocation may result in additional Support charges and modified service response times outside of the scope and coverage of the Product Award. Support for Products moved to another country is subject to availability.
- e) Notwithstanding any contrary provisions in these Terms and Conditions, Support shall not be provided with respect to any damage or failure of Products caused by (i) use of media, supplies, or other products not listed in the Product Award, (ii) site conditions that do not conform to Specifications, or (iii) neglect, improper use, casualty, power disturbances, transportation by Recipient, work or modification by people other than authorized employees or subcontractors of HP or Designee, or other causes beyond the control of HP or a third party Manufacturer.
- f) Recipient is solely responsible for maintaining a procedure (or procedures) external to the Products to reconstruct lost or altered Recipient files, data or programs. Recipient will have a representative present when any Support services are provided at Recipient's site. Recipient will notify HP if Products are being used in an environment which poses a potential health hazard to employees or subcontractors of HP or Designee whom are providing Support. HP may, at its sole discretion, require Recipient to maintain such Products under HP's supervision.
- g) If training classes or consulting services are included as Support with a Product Award, they shall be completed no later than ninety days from the Delivery date or such other date mutually agreed upon by Recipient and HP or Designee. Training classes shall be at a location prescribed by HP in its sole discretion and shall not include housing, transportation or other expenses of participants, unless pre-approved by HP in writing.

## **6. WARRANTY**

The only Product warranty(ies) is/are the then-current warranty(ies) that ship with the Products. Nothing in a Product Award or in these Terms and Conditions shall be deemed to affect such warranty(ies).

## **7. LICENSES**

Software shall be licensed to Recipient pursuant to any license that accompanies the Software. Nothing in the Product Award or in these Terms and Conditions

shall be deemed to affect such license.

## **8. LIMITATION OF AND LIABILITY AND REMEDIES**

a) Products are not specifically designed, manufactured or intended for sale as parts, components or assemblies for the planning, construction, maintenance, or direct operation of a nuclear facility. Recipient is solely responsible and liable, and waives all claims against HP and each Manufacturer, if Products or Support received by Recipient are used for these applications.

b) To the extent HP is held legally liable to Recipient, HP's liability is limited to (i) damages for bodily injury, and, (ii) direct damages to tangible property up to a limit of U.S. \$10,000.

c) In no event will HP or its affiliates, subcontractors or suppliers be liable for any of the following: (i) actual loss or direct damage that is not listed in 8.b.above, (ii) damages for loss of data or software restoration, (iii) damages relating to Recipient's procurement of substitute products or services (i.e., "cost of cover"), or (iv) incidental, special, indirect, or consequential damages (including downtime costs or lost profits), even if the Recipient has informed HP of the possibility of such damages.

d) THE REMEDIES IN THESE TERMS AND CONDITIONS SHALL BE RECIPIENT'S SOLE AND EXCLUSIVE REMEDIES.

## **9. RECIPIENT'S REPRESENTATIONS, WARRANTIES, ACKNOWLEDGMENTS AND OBLIGATIONS**

a) Recipient hereby acknowledges that any Award may only be used for the specific use as outlined in the HP-approved grant proposal submitted by the Requestor.

b) Recipient further acknowledges and agrees that an Award cannot be changed by the Recipient after HP has made the Award, but that HP may choose a suitable substitute if any Product or service contained in an Award is unavailable for any reason.

c) Recipient shall include the grant reference number ("Grant Reference Number"), if available, in all communications with HP for Product Award inquiries such as shipment status, delivery or warranty issues and shall include the Grant Request ID Number, if available, regarding cash Award inquiries ("Request ID Number"). If issued, Recipient's Grant Reference Number can be found on Recipient's "Approval Confirmation" email and the "Shipment Confirmation" email or on the packing slip of the Product Award shipment. A Request ID Number will be assigned should HP grant a cash Award.

d) Recipient represents and warrants that any and all Awards is/are intended for use only in China and shall not be used outside China.

e) Recipient represents and warrants that any and all Awards will be managed by a China based non-profit organization, for the approved intended purpose, or by a governmental unit for public purposes. Recipient further represents and warrants that its organization has not provided any goods or services in consideration, in whole or in part, for any Award.

f) Recipient represents and warrants that it will not use any portion of any cash Award for institutional overhead, and such cash shall be used solely pursuant to the "HP Approved Grant Usage" confirmation section of your "Confirmation Approval" email.

g) Recipient acknowledges and agrees that upon receipt of an Award, it is required to sign an acknowledgement of receipt and certification of use form required by the local tax authority, or as may be required by the government of the country in which the Recipient resides for HP's tax returns. This form shall be executed and returned to HP, or its designated agent, within 15 calendar days of Delivery of the Award.

h) Recipient acknowledges and agrees that HP may publicize an Award in any reasonable and lawful manner. Photographs and names of minors will not be used without parental written consent.

i) Recipient represents and warrants that its acceptance of an Award under these Terms and Conditions is not in violation of any federal, state/provincial or local law or any code of conduct or internal rules or by-laws that govern the activities of the Recipient and that Recipient is authorized to receive the Award.

## **10. GENERAL**

a) HP and its affiliates will not be liable for performance delays or for non-performance, due to causes beyond its reasonable control.

b) Recipient may not assign any rights or obligations under an Award.

c) Recipient will comply with all applicable laws and regulations related to its use of Products and Software, and an Award, generally, including export and privacy laws and regulations, and shall obtain required export and import authorizations.

d) Disputes arising in connection with these Terms and Conditions will be governed by the laws of the State of California, U.S.A., excluding its conflict of laws principles. Recipient hereby waives any rights to a jury trial where permitted. The federal and state courts in the State of California are the exclusive venues for all disputes arising hereunder.

e) These Terms and Conditions and any Exhibits hereto constitute the entire agreement between HP and Recipient, and supersede any previous communications, representations, understandings, or agreements between the parties, whether oral or written, regarding transactions hereunder. Recipient's additional or different terms and conditions will not apply. Recipient's receipt or use of Products and Support, if any, will constitute Recipient's further acceptance of these Terms and Conditions. The Terms and Conditions may not be changed except by an amendment signed by an authorized representative of HP and Recipient.

f) Notices. Any notices to be sent to HP shall be directed to the HP contact who coordinated the grant request.

Any notices to Recipient shall be directed to: The contact information as contained in the HP grant administration system information sheet incorporated herein by reference.

- Selecting “Yes” (as indicated online), or your signature, indicates that the Recipient (whether an organization or an individual) agrees to these Terms and Conditions and establishes the agreement under which the Recipient (whether an organization or an individual) receives the cash grant award and/ or Product grant award should HP make such an Award.

I hereby represent that I am authorized to accept/click or sign on behalf of Recipient.

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Full Name

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Title

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Signature

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Date of acceptance