

✓ FF

Student Technology Fee  
Funding Request Form  
Lab Development Fiscal Year 2007-08  
Northwestern State University of Louisiana

This document will not be accepted without complete information, detailed budget,  
specifications of each piece of equipment requested and pricing.

Prepared by: Greg Giering For: Dept. of Chemistry & Physics

College: Science Campus: Natch. Department: Physics

Where will requested equipment be located/installed/housed: Bldg. Fournet Room         

Total amount requested \$ 47,766.76 Any matched funds: Yes No Department No

Are property policies and procedures in place by the department for equipment requested.          Yes         

Delivery to the Student Technology office located in Watson Library, Room 113. Date         

1. Describe target audience.

All Science majors enrolled at NSU and all students enrolled in any science classes at NSU.

2. Describe project/initiative for which you are requesting funds.

The Department of Chemistry and Physics is requesting an upgrade of the Physics lab in Fournet Hall. This upgrade will include twenty (20) new computers with added software and a new printer.

The added software is listed below: <sup>to gfm</sup>

1. Vernier Logger Pro - download
2. Electronic Workbench - requested quote
3. ~~Physics 2000 (or latest version)~~
4. Microsoft Office

3. State measurable objectives that will be used to determine the impact/effectiveness of the project.

1. Procurement Phase – The Student Technology department will collect final pricing bids from vendors.

2. Installation Phase – This phase of the project will begin as soon as the new equipment arrives. The office of Student Technology and Information Systems will be able to install the new computers. The major milestone of this project will be the installation of the equipment.

3. Utilization and Evaluation Phase: After the new computers are installed the science students will begin to utilize them immediately.

4. Indicate how each project objective will be evaluated.

1. Procurement Phase – We will consider this objective complete when all purchase orders have been submitted to the purchasing department. Copies of all purchase order for all equipment will be on file in the Department of Physics.

2. Installation Phase – This objective will be complete when the new equipment is installed and operational.

3. Utilization and Evaluation Phase – This is an ongoing phase, with students using the computer lab. Students will occasionally surveyed.

5. Provide a justification for funding of the project. Estimate the number of students that will be served per academic year and in what ways. Please indicate also any unique needs of the target group.

The computers currently in the computer lab are obsolete and require upgrading to stay current with necessary software. This will enable students to have the most recent and current technology available to them. The target group has specialized needs as far as the software usage. The software upgrade will include programs that are specific to the physics lab and the science curriculum.

6. If funded, which NSTEP (<http://www.nsula.edu/nstep/NSTEP.pdf>) objective(s) will this funding of this project advance. How will funding of the project advance the University and College / unit technology plan?

Objective 1: To improve access to technology by students, faculty, and staff at Northwestern State University.

Objective 2: To provide classrooms with updated technology and multimedia.

Objective 3: To upgrade laboratories with modern technology.

Objective 8: To encourage innovation and research.

7. List those individuals who will be responsible for the implementation of the project/initiative and indicate their demonstrated abilities to accomplish the objectives of the project.

Dr. Paul Withey, Dept. Head, Chemistry & Physics  
Mr. Greg Giering, Faculty Instructor, Chemistry & Physics

- 
8. Describe any personnel (technical or otherwise) required to support the project/initiative.

Student Technology

9. Provide a schedule for implementation and evaluation.

If the equipment in this proposal is approved for purchase, the Department of Chemistry and Physics is prepared to perform the procurement and installation of the new computers as soon as they are delivered.

10. Estimate the expected life of hardware and software. Explain any anticipated equipment/software upgrades during the next five years.

The expected life of hardware is 5-10 years.

11. Explain in detail a plan and policy that will be in place to ensure property security/controls for any equipment received through Student Tech Fee.

The Department of Chemistry and Physics utilizes the Property Control procedures implemented by Northwestern State University.

12. Attach a detailed budget, including: specs., description, cost, state contract number, and vendor for each item; cost of outside support personnel; and a description of how the proposal will support University/College/unit resources (i.e., cash match, funds from other sources, or reallocation of existing hardware/software or other equipment. **All of the information requested must be attached or the request will not be accepted.**

13. List two individuals and their letters of support for the project. The letters needs to be from unit's Dean, the appropriate Vice President or the SGA President.

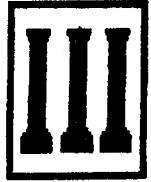
1. Dr. Austin Temple

## 2. Shane Creppel



# COLLEGE OF SCIENCE & TECHNOLOGY

OFFICE OF THE DEAN



August 10, 2007

Dear Student Technology Funding Request:

Re: Purchase of Computers and Software for Physics Lab

I would like to express my support for the project that will purchase twenty ~~20~~<sup>18</sup> new PC's, software, and printer for the Physics lab on the Natchitoches campus.

The computers and printer that are currently being used are obsolete and have been heavily utilized. With the upgrade of software and computers we will be providing the students with the latest technology. Having the most current software and the upgraded hardware will greatly enhance the science students' experience and will also assist them in their research projects and lab work.

I feel that funding these projects will greatly improve the Physics department lab and assist with retention efforts on the campuses of Northwestern State University. If you have any questions, do not hesitate to contact me.

Sincerely,

Dr. Austin Temple, Dean  
College of Science & Technology



**STUDENT GOVERNMENT ASSOCIATION**  
**NORTHWESTERN STATE UNIVERSITY**  
*A Member of the University of Louisiana System*  
*Natchitoches, Louisiana*  
*318.357.4501*

August 13, 2007

Student Technology Advisory Team:

I fully support the efforts of the Physics Department to seek and obtain funding from the Student Technology Fund for the purchase of 10 computers for their computer lab. This project would be most beneficial to our students and will allow our students better access to updated technology in their academic endeavors.

Respectfully Yours,

Shayne Creppel  
President  
Northwestern State University  
Student Government Association

YORKER DEMONS!


[Close](#)

Dell recommends Windows Vista® Business.

## View/Print Cart

[Print This Page](#)

**E-quote Number: 1001413737435**

**Saved By:** Alfred Ehlers **Phone Number:** (318) 357-6482

ehlersa@nsula.edu **Purchasing Agent:** Diana Cobb

**Saved On:** Monday, August 13, 2007 **Notes/Comments:**

**Expires On:** Friday, October 12, 2007 **Additional Comments:**

### Description



**OptiPlex 745 Small Form Factor (Vista)**

Date & Time: August 13, 2007 3:24 PM CST

### SYSTEM COMPONENTS

#### OptiPlex 745 Small Form Factor (Vista)

Qty 1

Intel® Core™ 2 Duo Processor E6600 (2.40GHz, 4M, 1066MHz FSB), Genuine Windows Vista® Business, no media, 32 Edition, English Unit Price \$1,538.80

**Catalog Number:** 25 E1778\_VISTA

Module	Description	<a href="#">Show Details</a>
OptiPlex 745 Small Form Factor	Intel® Core™ 2 Duo Processor E6600 (2.40GHz, 4M, 1066MHz FSB)	
Operating System(s)	Genuine Windows Vista® Business, no media, 32 Edition, English	
Memory	2.0GB DDR2 Non-ECC SDRAM, 667MHz, (2DIMM)	
Keyboard	Dell USB Keyboard, No Hot Keys, English, Black	
Monitors	Dell 20 inch UltraSharp™ 2007FP Flat Panel, Adjustable Stand, VGA/DVI	
Video Card	128MB ATI Radeon X1300 (1 DVI/1 TV-out), low profile	
Boot Hard Drives	80GB SATA 3.0Gb/s and 8MB DataBurst Cache™	
Floppy Drive and Media Card Reader Options	Dell 13 in 1 USB Media Card Reader	
Mouse	Dell USB 2-Button Optical Mouse with Scroll, Black	
Lead Free Motherboard	RoHS Compliant Lead Free Chassis and Motherboard	
Removable Media Storage Devices	8XSlimDVD+/-RW Roxio™DellEdition,Cyberlink™for VistaHomeBasic/Bus	
Speakers	No Speaker	

<b>Resource CD</b>	No Resource CD
<b>Dell Energy Smart</b>	Dell Energy Smart Enable
<b>Security Hardware</b>	Chassis intrusion switch option
<b>Hardware Support Services</b>	4 Year Limited Warranty plus 4 Year NBD On-Site Service
<b>Installation Support Services</b>	No Onsite System Setup
<b>Mouse Pad</b>	Mouse Pad
<b>Labels</b>	Vista Premium Sticker

**TOTAL:\$1,538.80**



**OptiPlex 745 Small Form Factor (Vista)**

Date & Time: August 13,2007 3:24 PM CST

SYSTEM COMPONENTS

**OptiPlex 745 Small Form Factor (Vista)**

Qty 9

Intel® Core™ 2 Duo Processor E6600 (2.40GHz, 4M, 1066MHz FSB), Genuine Windows Vista® Business, no media, 32 Edition, English  
Unit Price \$1,351.80

**Catalog Number:** 25 E1778\_VISTA

<b>Module</b>	<b>Description</b>	<a href="#">Show Details</a>
<b>OptiPlex 745 Small Form Factor</b>	Intel® Core™ 2 Duo Processor E6600 (2.40GHz, 4M, 1066MHz FSB)	
<b>Operating System(s)</b>	Genuine Windows Vista® Business, no media, 32 Edition, English	
<b>Memory</b>	2.0GB DDR2 Non-ECC SDRAM, 667MHz, (2DIMM)	
<b>Keyboard</b>	Dell USB Keyboard, No Hot Keys, English, Black	
<b>Monitors</b>	Dell 17 inch UltraSharp™ 1708FP Flat Panel, Adjustable Stand, VGA/DVI	
<b>Video Card</b>	128MB ATI Radeon X1300 (1 DVI/1 TV-out), low profile	
<b>Boot Hard Drives</b>	80GB SATA 3.0Gb/s and 8MB DataBurst Cache™	
<b>Floppy Drive and Media Card Reader Options</b>	Dell 13 in 1 USB Media Card Reader	
<b>Mouse</b>	Dell USB 2-Button Optical Mouse with Scroll, Black	
<b>Lead Free Motherboard</b>	RoHS Compliant Lead Free Chassis and Motherboard	
<b>Removable Media Storage Devices</b>	8XSlimDVD+/-RW Roxio™DellEdition,Cyberlink™for VistaHomeBasic/Bus	
<b>Speakers</b>	No Speaker	
<b>Resource CD</b>	No Resource CD	
<b>Dell Energy Smart</b>	Dell Energy Smart Enable	
<b>Security Hardware</b>	Chassis intrusion switch option	
<b>Hardware Support Services</b>	4 Year Limited Warranty plus 4 Year NBD On-Site Service	
<b>Installation Support Services</b>	No Onsite System Setup	



Mouse Pad

Mouse Pad

Labels

Vista Premium Sticker

**TOTAL:\$12,166.20**

---

	Total Price
<b>Sub-total</b>	<b>\$13,705.00</b>
<b>Shipping &amp; Handling</b>	<b>\$0.00</b>
<b>Tax</b>	--
<b>State Environmental Fee</b>	--
<a href="#">More Info</a>	
<b>Total Price</b>	--

© 2007 Dell For customers of the 50 United States and the District of Columbia only.

[Site Terms](#) | [Terms of Sale](#) | [Privacy](#) | [Feedback](#)

[▲ Top](#)

[Large Text](#)

sn ECM3

# Northwestern State University

Natchitoches, LA 71497

Purchase Order No. \_\_\_\_\_

## REQUEST FOR PURCHASE ORDER

### Vendor

Name Software House International  
Address 7485 Elliot Road  
City Baton Rouge St LA ZIP 70817  
Phone 225-755-6947

### Ship To

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ St \_\_\_\_\_ ZIP \_\_\_\_\_  
Phone \_\_\_\_\_

QTY	LINE	DESCRIPTION	EACH	TOTAL
10		Office Professional Plus 2007 All Lng MVL Part Number 79P-01195 Product Type: Standard	\$52.91	\$529.14
		ACADEMIC MASTER ENROLLMENT # 5194538 LAICU ENROLLMENT# 9546959		

### Payment Details

- Check
- Cash
- Account No.
- Credit Card

Name \_\_\_\_\_  
CC # \_\_\_\_\_  
Exp Date \_\_\_\_\_

SubTotal	\$529.14
Shipping & Handling	
Taxes State	
<b>TOTAL</b>	<b>\$529.14</b>

### Shipping Date

\_\_\_\_\_

### Approval

\_\_\_\_\_

Date \_\_\_\_\_  
Order No \_\_\_\_\_  
Sales Rep Laurie Conrad  
Ship Via \_\_\_\_\_

### Notes/Remarks

\_\_\_\_\_



National Instruments  
 Sales Office  
 11500 N Mopac Expwy  
 Austin, TX 78759-3504 U.S.A.  
 Tel : (512) 683-0100 Fax : (512) 683-5794  
 Remit To : P.O. Box # 840909  
 Dallas, TX 75284-0909  
 www.ni.com

Molly Giering  
 Northwestern State University  
 Central Receiving  
 998 S Jefferson St  
 NATCHITOCHE, LA 71497

Quotation Date : 08/13/2007

Phone : 318 357 6011

Fax : 318 357 6480

## Quotation No. 1038069

Please indicate the above quote number when ordering for faster processing.

Item	Qty.	Part Number	Description	List Price	Disc. %	Net Price
1	10	<u>779927-09</u>	NI Circuit Design Suite, Power Pro, Incl 1 Year Standard Service Estimated Delivery Days : 1 - 2 business days ARO. Country of Origin : Ireland	\$ 9,999.00	75%	\$ 24,997.50

Shipping and Handling: \$ 22.50  
 Total : \$ 25,020.00

Currency quoted in : U. S. Dollars

To ensure the highest quality service in order processing and support after delivery, please provide end-user information with your purchase order.

Payment Terms : Net 30

Quote Valid Until : 12-SEP-07

Freight Terms : NI Weight Based Shipping

All sales are subject to the enclosed National Instruments terms and conditions of quotation and sale. National Instruments shall not be bound by any conflicting or additional Terms and Conditions. Standard shipping dates are based on product availability at time of quotation and are subject to change without notice. Not all products produced by National Instruments are made in the U.S.A.

Yours sincerely,

**National Instruments Corporate**

**Powell, Paul Henderson IV**

# Terms and Conditions of Sale

Customer and National Instruments ("NI") agree that the purchase and sales of NI hardware and software products ("the Products") and NI hardware and software services and support (the "Services") are made under these terms and conditions, and that NI SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and Services shall constitute acceptance of these terms and conditions.

1. **TITLE.** Title to the Products shall pass at NI's plant. NI retains a security interest and right of possession in the Products until Customer makes full payment.
2. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided NI with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
3. **PRICES AND PAYMENT.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to or upon delivery by cashier's check, credit card, or money order, unless NI approves Customer for credit terms. If NI approves Customer's credit application, payment shall be due no later than 30 days from the date of NI's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. Except for Canada where payment shall be in Canadian Dollars, payments for orders accepted in the United States shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped. Exceptions will be made for government purchase orders.
4. **ORDERS.** All orders are subject to acceptance by NI. NI's booking of an order shall constitute its acceptance of an order.
5. **DELIVERY.** NI shall deliver the Products to a carrier at NI's plant. Customer shall pay all applicable freight charges. On Products sold to Customers in the United States, Canada, and Mexico, NI shall prepay all freight charges and other necessary fees and shall bear the risks of carrying out customs formalities and clearance; NI will invoice the customer for applicable charges as shipping and handling fees. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within forty-five (45) days of shipment.
6. **LIMITED WARRANTY.** NI hardware Products are warranted against defects in materials and workmanship for one (1) year from the date NI ships the Products to Customer ("Delivery Date"). All software Products are licensed to Customer under the terms of the appropriate National Instruments license. For a period of ninety (90) days from the Delivery Date, NI software Products (when properly installed on NI hardware Products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from NI before returning any Products under warranty to NI. Customer shall pay expenses for shipment of repaired or replacement Products to and from NI. After examining and testing a returned product, if NI concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, modification, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable NI software, utilization of an improper hardware or software key or unauthorized maintenance or repair.
7. **CUSTOMER REMEDIES.** NI's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that NI receives written notice of such defects during the applicable

warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

8. **RETURN/CANCELLATION/CHANGE POLICY.** Customer may return unwanted Products within thirty (30) days of the Delivery Date. Customer shall pay a fifteen percent (15%) restocking charge on any unwanted Products returned to NI. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, NI shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from NI for return of any Products. NI may terminate any order if any representations made by Customer to NI are false or misleading. Changes to orders shall not be binding upon nor be put into effect by NI unless confirmed in writing by NI's appropriate representative.
9. **NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NI EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.**
10. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** The entire liability of NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products, even if NI or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an NI product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused bodily injury, death, or property damage, in no event shall NI's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.
11. **WARNING: (1) NI PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH SURGICAL IMPLANTS OR AS CRITICAL COMPONENTS IN ANY LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN. (2) IN ANY APPLICATION, INCLUDING THE ABOVE, RELIABILITY OF OPERATION OF THE SOFTWARE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING BUT NOT LIMITED TO FLUCTUATIONS IN ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE), UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE**

FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM NI'S TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE NI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY NI, THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS WHENEVER NI PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

12. **FORCE MAJEURE.** NI shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. NI's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event NI is unable to perform in whole or in part because of any excusable failure to perform, NI may cancel orders without liability to Customer.
13. **LIMITED INDEMNITY AGAINST INFRINGEMENT.** NI shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by NI or from modification of the Products, and further provided that Customer notifies NI immediately upon its obtaining notice of such impending claim and cooperates fully with NI in preparing a defense. If Customer provides to NI the authority, assistance, and information NI needs to defend or settle such claim, NI shall pay any final award of damages in such suit and any expense Customer incurs at NI's written request, but NI shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, NI shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. The foregoing states the Customer's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.
14. **ACKNOWLEDGMENT/GOVERNING LAW.** Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by NI in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws. With respect to all orders accepted by NI outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which NI accepts the order without regard to principles of conflicts of laws.
15. **EEO COMPLIANCE.** As applicable, Customer shall comply with the following Equal Employment Opportunity requirements: 41 CFR sec 60-1.4(a), Equal Opportunity; 41 CFR sec 60-250.5, Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era; and 41 CFR sec. 60-741.5, Equal Opportunity for Workers with Disabilities.
16. **SERVICES. Limited Warranty.** NI warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, NI makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty

relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning the performance, merchantability, suitability, non-infringement or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to NI in writing within 90 days of completion of the Services. **Limitation of Liability.** NI is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by NI, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if NI has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by NI. Except for claims that the Services caused bodily injury (including death), NI's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and NI. These provisions allocate the risks under the separate written agreement between Customer and NI. NI's pricing reflects this allocation of risk and the limitation of liability specified herein. **High Risk Activities.** Customer understands and agrees that NI has not tested or certified its Services for use in high risk applications including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high risk uses. **Indemnification.** Customer accepts responsibility for, and agrees to indemnify and hold NI harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or NI's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

Rev (07/11/2007)



National Instruments  
Sales Office  
11500 N Mopac Expwy  
Austin, TX 78759-3504 U.S.A.  
Tel : (512) 683-0100 Fax : (512) 683-5794  
Remit To : P.O. Box # 840909  
Dallas, TX 75284-0909  
www.ni.com

Molly Giering  
Northwestern State University  
Central Receiving  
998 S Jefferson St  
NATCHITOCHE, LA 71497

Quotation Date : 08/13/2007

Phone : 318 357 6011

Fax : 318 357 6480

## Quotation No. 1038063

Please indicate the above quote number when ordering for faster processing.

Item	Qty.	Part Number	Description	List Price	Net Price
1	1	<u>779798-11</u>	NI Academic Site License - Department Teaching Circuits Option Includes 1 year of SSP Estimated Delivery Days : 1 - 2 business days ARO. Country of Origin : Ireland	\$ 8,499.00	\$ 8,499.00

Shipping and Handling: \$ 13.62

Total : \$ 8,512.62

Currency quoted in : U. S. Dollars

To ensure the highest quality service in order processing and support after delivery, please provide end-user information with your purchase order.

Payment Terms : Net 30

Quote Valid Until : 12-SEP-07

Freight Terms : NI Weight Based Shipping

All sales are subject to the enclosed National Instruments terms and conditions of quotation and sale. National Instruments shall not be bound by any conflicting or additional Terms and Conditions. Standard shipping dates are based on product availability at time of quotation and are subject to change without notice. Not all products produced by National Instruments are made in the U.S.A.

Yours sincerely,

**National Instruments Corporate**

**Powell, Paul Henderson IV**



# Terms and Conditions of Sale

Customer and National Instruments ("NI") agree that the purchase and sales of NI hardware and software products ("the Products") and NI hardware and software services and support (the "Services") are made under these terms and conditions, and that NI SHALL NOT BE BOUND BY CUSTOMER'S ADDITIONAL OR DIFFERENT TERMS. Customer's order and purchase of the Products and Services shall constitute acceptance of these terms and conditions.

1. **TITLE.** Title to the Products shall pass at NI's plant. NI retains a security interest and right of possession in the Products until Customer makes full payment.
2. **TAXES.** Product prices are exclusive of, and Customer shall pay, applicable sales, use, service, value added or like taxes, unless Customer has provided NI with an appropriate exemption certificate for the delivery destination acceptable to the applicable taxing authorities.
3. **PRICES AND PAYMENT.** All quotations shall expire thirty (30) days from date of issuance, unless otherwise set forth on the quotation or agreed in writing. Customer shall make payment in full prior to or upon delivery by cashier's check, credit card, or money order, unless NI approves Customer for credit terms. If NI approves Customer's credit application, payment shall be due no later than 30 days from the date of NI's invoice. All sums not paid when due shall accrue interest daily at the lesser of a monthly rate of 1.5% or the highest rate permissible by law on the unpaid balance until paid in full. Except for Canada where payment shall be in Canadian Dollars, payments for orders accepted in the United States shall be made in U.S. Dollars. In the event of any order for several units, each unit(s) will be invoiced when shipped. Exceptions will be made for government purchase orders.
4. **ORDERS.** All orders are subject to acceptance by NI. NI's booking of an order shall constitute its acceptance of an order.
5. **DELIVERY.** NI shall deliver the Products to a carrier at NI's plant. Customer shall pay all applicable freight charges. On Products sold to Customers in the United States, Canada, and Mexico, NI shall prepay all freight charges and other necessary fees and shall bear the risks of carrying out customs formalities and clearance; NI will invoice the customer for applicable charges as shipping and handling fees. Orders are entered as close as possible to the Customer's requested shipment date, if any. Shipment dates are scheduled after acceptance of orders and receipt of necessary documents. Claims for shipment shortage shall be deemed waived unless presented to NI in writing within forty-five (45) days of shipment.
6. **LIMITED WARRANTY.** NI hardware Products are warranted against defects in materials and workmanship for one (1) year from the date NI ships the Products to Customer ("Delivery Date"). All software Products are licensed to Customer under the terms of the appropriate National Instruments license. For a period of ninety (90) days from the Delivery Date, NI software Products (when properly installed on NI hardware Products) (a) will perform substantially in accordance with the accompanying written materials, and (b) the medium on which the software product is recorded will be free from defects in materials and workmanship under normal use and service. Any replacement of a licensed software product will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer must obtain a Return Material Authorization number from NI before returning any Products under warranty to NI. Customer shall pay expenses for shipment of repaired or replacement Products to and from NI. After examining and testing a returned product, if NI concludes that a returned product is not defective, Customer will be notified, the product returned at Customer's expense, and a charge made for examination and testing. This Limited Warranty is void if failure of the Products has resulted from accident, abuse, misapplication, modification, improper calibration by Customer, Customer supplied third party software not intended for use with the applicable NI software, utilization of an improper hardware or software key or unauthorized maintenance or repair.
7. **CUSTOMER REMEDIES.** NI's sole obligation (and Customer's sole remedy) with respect to the foregoing Limited Warranty shall be to, at its option, return the fees paid or repair/replace any defective Products, provided that NI receives written notice of such defects during the applicable

warranty period. Customer may not bring an action to enforce its remedies under the foregoing Limited Warranty more than one (1) year after the accrual of such cause of action.

8. **RETURN/CANCELLATION/CHANGE POLICY.** Customer may return unwanted Products within thirty (30) days of the Delivery Date. Customer shall pay a fifteen percent (15%) restocking charge on any unwanted Products returned to NI. No returns will be accepted after the thirty (30) day period has expired. Where special equipment or services are involved, Customer shall be responsible for all related work in progress; however, NI shall take responsible steps to mitigate damages immediately upon receipt of a written cancellation notice from Customer. A Return-Material Authorization number must be obtained from NI for return of any Products. NI may terminate any order if any representations made by Customer to NI are false or misleading. Changes to orders shall not be binding upon nor be put into effect by NI unless confirmed in writing by NI's appropriate representative.
9. **NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED ARE MADE WITH RESPECT TO THE PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY OTHER WARRANTIES THAT MAY ARISE FROM USAGE OF TRADE OR COURSE OF DEALING. NI DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE PRODUCTS IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE AND DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. NI EXPRESSLY DISCLAIMS ANY WARRANTIES NOT STATED HEREIN.**
10. **NO LIABILITY FOR CONSEQUENTIAL DAMAGES.** The entire liability of NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) is set forth above. To the maximum extent permitted by applicable law, in no event shall NI and its licensors, distributors, and suppliers (including its and their directors, officers, employees, and agents) be liable for any damages, including, but not limited to, any special, direct, indirect, incidental, exemplary, or consequential damages, expenses, lost profits, lost savings, business interruption, lost business information, or any other damages arising out of the use or inability to use the Products, even if NI or its licensors, distributors, and suppliers has been advised of the possibility of such damages. Customer acknowledges that the applicable purchase price or license fee for the Products reflects this allocation of risk. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply. If the foregoing limitation of liability is not enforceable because an NI product sold or licensed to Customer is determined by a court of competent jurisdiction in a final, non-appealable judgment to be defective and to have directly caused bodily injury, death, or property damage, in no event shall NI's liability for property damage exceed the greater of \$50,000 or fees paid for the specific product that caused such damage.
11. **WARNING: (1) NI PRODUCTS ARE NOT DESIGNED WITH COMPONENTS AND TESTING FOR A LEVEL OF RELIABILITY SUITABLE FOR USE IN OR IN CONNECTION WITH SURGICAL IMPLANTS OR AS CRITICAL COMPONENTS IN ANY LIFE SUPPORT SYSTEMS WHOSE FAILURE TO PERFORM CAN REASONABLY BE EXPECTED TO CAUSE SIGNIFICANT INJURY TO A HUMAN. (2) IN ANY APPLICATION, INCLUDING THE ABOVE, RELIABILITY OF OPERATION OF THE SOFTWARE PRODUCTS CAN BE IMPAIRED BY ADVERSE FACTORS, INCLUDING BUT NOT LIMITED TO FLUCTUATIONS IN ELECTRICAL POWER SUPPLY, COMPUTER HARDWARE MALFUNCTIONS, COMPUTER OPERATING SYSTEM SOFTWARE FITNESS, FITNESS OF COMPILERS AND DEVELOPMENT SOFTWARE USED TO DEVELOP AN APPLICATION, INSTALLATION ERRORS, SOFTWARE AND HARDWARE COMPATIBILITY PROBLEMS, MALFUNCTIONS OR FAILURES OF ELECTRONIC MONITORING OR CONTROL DEVICES, TRANSIENT FAILURES OF ELECTRONIC SYSTEMS (HARDWARE AND/OR SOFTWARE), UNANTICIPATED USES OR MISUSES, OR ERRORS ON THE PART OF THE USER OR APPLICATIONS DESIGNER (ADVERSE**

FACTORS SUCH AS THESE ARE HEREAFTER COLLECTIVELY TERMED "SYSTEM FAILURES"). ANY APPLICATION WHERE A SYSTEM FAILURE WOULD CREATE A RISK OF HARM TO PROPERTY OR PERSONS (INCLUDING THE RISK OF BODILY INJURY AND DEATH) SHOULD NOT BE RELIANT SOLELY UPON ONE FORM OF ELECTRONIC SYSTEM DUE TO THE RISK OF SYSTEM FAILURE. TO AVOID DAMAGE, INJURY, OR DEATH, THE USER OR APPLICATION DESIGNER MUST TAKE REASONABLY PRUDENT STEPS TO PROTECT AGAINST SYSTEM FAILURES, INCLUDING BUT NOT LIMITED TO BACK-UP OR SHUT DOWN MECHANISMS. BECAUSE EACH END-USER SYSTEM IS CUSTOMIZED AND DIFFERS FROM NI'S TESTING PLATFORMS AND BECAUSE A USER OR APPLICATION DESIGNER MAY USE NI PRODUCTS IN COMBINATION WITH OTHER PRODUCTS IN A MANNER NOT EVALUATED OR CONTEMPLATED BY NI, THE USER OR APPLICATION DESIGNER IS ULTIMATELY RESPONSIBLE FOR VERIFYING AND VALIDATING THE SUITABILITY OF NI PRODUCTS WHENEVER NI PRODUCTS ARE INCORPORATED IN A SYSTEM OR APPLICATION, INCLUDING, WITHOUT LIMITATION, THE APPROPRIATE DESIGN, PROCESS AND SAFETY LEVEL OF SUCH SYSTEM OR APPLICATION.

12. **FORCE MAJEURE.** NI shall be excused for any delay or failure to perform due to any cause beyond its reasonable control, including but not limited to acts of governments, natural catastrophes, acts of Customer, interruptions of transportation or inability to obtain necessary labor or materials. NI's estimated shipping schedule shall be extended by a period of time equal to the time lost because of any excusable delay. In the event NI is unable to perform in whole or in part because of any excusable failure to perform, NI may cancel orders without liability to Customer.
13. **LIMITED INDEMNITY AGAINST INFRINGEMENT.** NI shall, at its own expense, defend any litigation resulting from sales of the Products to the extent that such litigation alleges that the Products or any part thereof infringes any United States patent, copyright, or trademark, provided that such claim does not arise from the use of the Products in combination with equipment or devices not made by NI or from modification of the Products, and further provided that Customer notifies NI immediately upon its obtaining notice of such impending claim and cooperates fully with NI in preparing a defense. If Customer provides to NI the authority, assistance, and information NI needs to defend or settle such claim, NI shall pay any final award of damages in such suit and any expense Customer incurs at NI's written request, but NI shall not be liable for a settlement made without its prior written consent. If the Products are held to be infringing and the use thereof is enjoined, NI shall, at its option, either (i) procure for the Customer the right to use the Products, (ii) replace the Products with others which do not constitute infringement, or (iii) remove the infringing Products and refund the payment(s) made therefor by Customer. The foregoing states the Customer's sole remedy for, and NI's entire liability and responsibility for, infringement of any patent, trademark, or copyright relating to the Products provided hereunder. **THIS LIMITED INDEMNITY IS IN LIEU OF ANY OTHER STATUTORY OR IMPLIED WARRANTY AGAINST INFRINGEMENT.**
14. **ACKNOWLEDGMENT/GOVERNING LAW.** Customer acknowledges reading these Terms and Conditions, understands them and agrees to be bound by them. A waiver of any provision of this agreement shall not be construed as a waiver or modification of any other term hereof. With respect to all orders accepted by NI in the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the State of Texas without regard to principles of conflicts of laws. With respect to all orders accepted by NI outside the United States, disputes arising in connection with these Terms and Conditions of Sale shall be governed by the laws of the country and locality in which NI accepts the order without regard to principles of conflicts of laws.
15. **EEO COMPLIANCE.** As applicable, Customer shall comply with the following Equal Employment Opportunity requirements: 41 CFR sec 60-1.4(a), Equal Opportunity; 41 CFR sec 60-250.5, Equal Opportunity for Special Disabled Veterans and Veterans of the Vietnam Era; and 41 CFR sec. 60-741.5, Equal Opportunity for Workers with Disabilities.
16. **SERVICES. Limited Warranty.** NI warrants that Services will be performed in a good and workmanlike manner. Except as expressly stated in the preceding sentence, NI makes no express or implied warranties with respect to the Services, including but not limited to (a) any warranty

relating to third-party products or (b) any warranty concerning the results to be obtained from the Services or the results of any recommendation NI may make, including without limitation any implied warranties concerning ~~the performance, merchantability, suitability, non-infringement~~ or fitness for a particular purpose of any of the deliverables or of any system that may result from the implementation of any recommendation NI may provide. In order to receive warranty remedies, deficiencies in the Services must be reported to NI in writing within 90 days of completion of the Services. **Limitation of Liability.** NI is not liable for any incidental, indirect, special, or consequential damages arising out of or in connection with the Services provided by NI, including without limitation loss of use of the Products or any other software or data, including inability to achieve a particular result, even if NI has been advised of the possibility of such damages or even if the damage is the direct result of an instruction or suggestion made by NI. Except for claims that the Services caused bodily injury (including death), NI's total liability arising out of or in connection with any event or series of connected events occurring in connection with the Services shall not exceed the amount of fees paid under the separate written agreement between Customer and NI. These provisions allocate the risks under the separate written agreement between Customer and NI. NI's pricing reflects this allocation of risk and the limitation of liability specified herein. **High Risk Activities.** Customer understands and agrees that NI has not tested or certified its Services for use in high risk applications including medical life support, nuclear power, mass and air transportation control, or any other potentially life critical uses and makes no assurances that the Services are suitable for any high risk uses. **Indemnification.** Customer accepts responsibility for, and agrees to indemnify and hold NI harmless from, any and all liability, damages, claims, or proceedings arising out of (a) the failure of Customer to obtain the appropriate license, intellectual property rights, or any other permissions required to support any Products or NI's performance of the Services, including but not limited to, the right to make any copies or reproductions of any Customer-provided software or (b) any inaccurate representations regarding the existence of an export license or the eligibility for export of software or other materials without a license.

Rev (07/11/2007)