



OETC Membership Agreement

14145 SW Galbreath Drive • Sherwood • OR • 97140 • 503.625.0501 • 503.625.0504 Fax • www.oetc.org

This Agreement is by and between the Organization for Educational Technology & Curriculum (OETC) herein after referred to as "OETC," with its principal place of business at 14145 SW Galbreath Drive, Sherwood, OR, 97140, enters this Agreement with the educational agency identified on line one (1) of the accompanying Membership Form, herein after referred to as "Member," with its principal place of business identified in section fifteen (15) of the accompanying Membership Form.

1. Definitions.

As used in this Agreement, the following words, phrases or terms in this Agreement shall have the following meanings:

- a. The "Contact Person" is an authorized representative of Member, designated on line two (2) of the Membership Form. The Contact Person is responsible for the implementation of this Agreement by the Member.
- b. An "Educational Institution" is an incorporated or governmental not-for-profit entity with the purpose of providing direct instruction to students in grades preK-20 applicable towards a degree recognized by an independent accreditation organization.
- c. An "EULA" is the End User License Agreement, the standard terms and conditions of a manufacturer that govern the use of a software license.
- d. The "Membership Fee" is the amount paid annually for maintaining membership in OETC. The current fee table is attached and made a part of this Agreement as Exhibit B.
- e. The "Membership Form" is the form used by OETC to record current information about Member. It is the signature page of this Agreement and is attached and made a part of this Agreement as Exhibit A.
- f. A "Purchase Order" is a Member's official purchase document used to place an order for goods or services with specifications and requirements of the order, and which contains the signature of an authorized representative of Member.
- g. The "Vendor Agreements" are the various licensing and product fulfillment agreements reached on behalf of Member by OETC that provide low-cost certainty and equity.

2. Purpose.

The purpose of this Agreement is to initiate membership in OETC for the purposes of:

- a. participating in aggregated technology-related purchasing agreements to afford equity and low-cost certainty.
- b. promoting the appropriate and effective integration of technology into education.

3. Qualification.

Membership in OETC is open to any accredited educational institution. This includes, but is not limited to, public preK-20 school districts, state-recognized private schools, community colleges, two and four year universities and colleges, educational service districts, professional educational organizations exclusively serving educators of preK-20 students, and state agencies responsible for the administration of public education. OETC reserves the right to evaluate all membership applications and make a determination of eligibility at its sole discretion.

OETC may require additional documentation or evidence supporting qualification in OETC. Failure to provide sufficient documentation or maintain qualification annually may result in suspension and termination of membership.

4. Services.

Upon receipt of Membership Fee and execution of this Agreement by the Superintendent, Chief Executive Officer, Business Officer or Contracts Officer of Member, OETC agrees to provide to Member access to Vendor Agreements under the following terms and conditions:

- a. OETC agrees to provide allocation, administration and tracking of software licenses purchased from Vendor Agreements.
- b. OETC agrees to disseminate information about Vendor Agreements to Member in a timely fashion.
- c. OETC agrees that the Member reserves the right to contract independently for the purchase of any class of goods or services.
- d. OETC agrees to provide various optional activities, services and resources to promote the use of technology in the classroom and curriculum.
- e. Member agrees to grant OETC the non-exclusive right to act on behalf of Member to enter into or renew Vendor Agreements.
- f. Member agrees not to use Vendor Agreements to leverage or secure better or equal pricing from competing vendors.
- g. Member agrees, unless specifically excepted by OETC, that all purchases from Vendor Agreements will be made only for the direct use of the Member and not be made on behalf of any third party or for resale.
- h. Member agrees to the terms and conditions of the Vendor Agreements and EULA, when applicable.
- i. Member agrees to not copy, distribute, or transfer any licenses acquired from the Vendor Agreements without the expressed written permission of OETC.
- k. Member agrees to suggest to OETC prospective products and their estimated demand.
- l. Member agrees to review and follow the purchasing guidelines attached and made a part of this Agreement as Exhibit C. From time to time, OETC may revise or extend the purchasing guidelines as published on OETC website and newsletter.
- m. Member agrees to designate a Contact Person for OETC to manage distribution of:
 - i. product purchased by Member,
 - ii. information about Vendor Agreements,
 - iii. information about OETC activities, resources and services supporting the effective use of technology in education.
- n. Member agrees to establish policies internally to provide assurance that the terms and conditions of this Agreement and the Vendor Agreements utilized by Member are fulfilled.
- o. Member agrees to conduct a full software audit for all software licenses acquired through OETC. The Member will make a reasonable and diligent effort to purchase licenses for all outstanding copies of the software not accounted for in the software audit of purchased licenses, or remove software from non-licensed computers.

5. Purchases.

Orders for products offered by OETC through its Vendor Agreements shall commence upon acceptance of this agreement by both parties. Orders may be sent to OETC online, via mail or fax. Substitutions for requested items will not be made unless prior approval is granted by Member. All Member orders will be shipped to the appropriate Contact Person.

All items are shipped via UPS Ground courier service. Members where UPS Ground courier service is not available, or that request rushed delivery, may incur additional shipping charges.

Prices and availability of Vendor Agreements may change at any time with or without notice. Prices are updated regularly on the OETC web site. Quotes given by phone or in writing are good for twenty (20) business days.

All ordered product is the responsibility of OETC until accepted by the Member. Items that have been used, opened, or installed are not returnable unless defective. No returns will be accepted after sixty (60) days.

Duplicate orders received by OETC will be processed as original and binding orders unless clearly marked otherwise.

Orders must be accompanied by an approved form of payment, which may include a purchase order, check, credit card, debit card, or procurement card. OETC may elect to apply a surcharge to credit card, debit card, and procurement card orders. Use of these cards to purchase items through OETC is optional.

OETC has an online purchasing system available for use by Members. Authenticated orders received through such a system will be treated as original and binding orders from the Member. Participation in such an online purchasing system is optional, and may be declined upon written notice to OETC at any time.

6. Payments.

All OETC invoices will be paid by Member within sixty (60) days after delivery and acceptance of product, or receipt of invoice, whichever is later. Member shall bear all applicable taxes on product ordered from OETC.

Member's failure to make timely payments may result in revocation of credit, stoppage of shipment, delay or cessation of future deliveries, and termination of this Agreement, or any one or more of these. OETC shall have no continuing obligation to deliver product on credit, and any credit extended to Member may be withdrawn by OETC at any time with notice.

7. Term, Renewal and Termination.

This Agreement will become effective on July 1 and will extend one (1) year until June 30 of the following year, at which time it may be renewed.

OETC will send Member a notice of pending Agreement expiration together with Membership Form no later than sixty (60) days prior to the expiration of the then current Term. Member will submit the required Membership Fee and Membership Form to OETC within sixty (60) days after July 1. Renewal of this Agreement will not be granted until Member's account is brought current, regardless of receipt of Membership Form and Membership Fee. OETC may terminate this Agreement immediately, in the event Member fails to perform the obligations of this Agreement after receipt of notice from OETC and such failure is not cured within thirty (30) days. Member may terminate this Agreement at any time with thirty (30) day written notice to OETC. Under no circumstances will the Membership Fee be refunded.

Expiration of this Agreement shall not revoke OETC's right to enforce this Agreement with respect to any breach of contract or any default or defect in Member's performance that has not been cured.

NO. 8314

Feb. 4, 2011 5:24PM

8. Signatures.

This Agreement is executed upon the signature of the Superintendent, Chief Executive Officer, Business Officer or Contracts Officer of Member Institution on the Membership Form and hereby acknowledges that they have read this Agreement, understand it, and agree to be bound by its terms and conditions.

Exhibit B - Membership Fee Table

<i>Number of Students</i>	<i>Fees</i>
<i>Less than 100 students</i>	<i>\$35.00</i>
<i>100-500 students</i>	<i>\$75.00</i>
<i>501-2000 student</i>	<i>\$150.00</i>
<i>2000+ students</i>	<i>\$300.00</i>
<i>ESDs</i>	<i>\$150.00</i>
<i>Higher Ed, Community Colleges</i>	<i>\$300.00</i>
<i>Professional Organization (less than 25 staff)</i>	<i>\$150.00</i>
<i>Professional Organization (more than 25 staff)</i>	<i>\$300.00</i>
<i>State Depts. of Education</i>	<i>\$500.00</i>