

OETC Organization for Educational Technology and Curriculum

14145 SW Galbreath Drive • Sherwood, Oregon • 97140
oetc.org • (503) 625-0501 • (800) 650-8250 Fax: (503) 625-0504

Membership Terms and Conditions

Recitals and Purpose

The purpose of the online membership form is to initiate membership in to the OETC for the purposes of:

- i. Joining the OETC and taking advantage of all rights and responsibilities membership offers including participating in aggregated technology-related purchasing agreements with other Public preK12 and institutions of higher education to afford equity and low-cost certainty.
- ii. Promoting the appropriate and effective integration of technology into education.

Services

Upon receipt of Membership Fee and execution of the online membership form 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:

1. OETC agrees to provide allocation, administration and tracking of software licenses purchased from Vendor Agreements.
2. OETC agrees to disseminate information about Contracts to Member in a timely fashion.
3. OETC agrees that the Member reserves the right to contract independently for the purchase of any class of goods or services.
4. OETC agrees to provide various optional activities, services and resources to promote the use of technology in the classroom and curriculum.
5. Member agrees to grant OETC the non-exclusive right to act on behalf of Member to enter into or renew Contracts.
6. Member agrees not to use Contracts to leverage or secure better or equal pricing from competing vendors.
7. Member agrees, unless specifically excepted by OETC, that all purchases from Contracts will be made only for the direct use of the Member and not be made on behalf of any third party or for resale.
8. Member agrees to the terms and conditions of the Contracts and EULA, when applicable. A EULA is applicable when an OETC Member purchases the manufacturer's product. The OETC does not enter into EULA's on behalf of its members without the express consent, such as a purchase order, by the Member.
9. Member agrees to not copy, distribute, or transfer any licenses acquired from the Contracts without the expressed written permission of OETC.
10. Member agrees to suggest to OETC prospective products and their estimated demand.
11. 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.
12. 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.

Term

Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the start date identified at the top of this agreement and run for a period of one (1) year.

Renewal

This Agreement shall be renewed for one (1) year periods when the Member purchases the Annual Membership Fee.

Termination

Either party may terminate this Agreement without cause upon thirty (30) days prior written notice. Either party may terminate this Agreement immediately in the event the other is in material breach of this Agreement. In the event notice is given terminating this Agreement by the Member, the due date of all outstanding OETC invoices shall be accelerated so that they become due and payable as of the date of notice of termination.

The decision by the Member to not pay the Annual Membership Fee before the end of the term of this Agreement shall be construed by the OETC as the Member's notice to terminate this Agreement. The Member may rejoin the OETC at any time by signing a new Membership Agreement and paying the Annual Membership Fee.

Eligibility

Membership in the 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.

The 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.

Governance

Members of the OETC nominate and elect Directors to sit on the OETC Board. The OETC Board governs the OETC including but not limited to hiring, evaluating and retaining the Executive Director.

Purchases

Orders for products offered by the OETC through its Contracts shall commence upon acceptance of this agreement by both parties. Orders may be sent to the 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 Shipping Contact unless noted otherwise.

Most items are shipped via UPS Ground courier service or equivalent. Members where UPS Ground courier service is not available, Members that reside outside the contiguous United States, or that request rushed delivery, may incur additional shipping charges.

Prices and availability of Contracts 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 or as specified on the quote, whichever is longer. All ordered product is the responsibility of the 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 thirty (30) 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 "cash discount" which would apply to non-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.

Payments

All OETC invoices will be paid by Member within thirty (30) days after delivery and acceptance of product, or receipt of invoice, whichever is sooner. 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.

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Members of the OETC nominate and elect Directors to sit on the OETC Board. The OETC Board governs the OETC including but not limited to hiring, evaluating and retaining the Executive Director.

Ordering

All orders must be submitted by mail or fax with the Member's purchase order. Additionally orders may be placed by Authorized Purchasers online at <http://store.oetc.org>. Orders placed online by Authorized Purchasers will be treated the same as a mailed or faxed purchase order.

Authorized Purchasers

Authorized Purchasers may be added online by the Main Contact, or by the OETC staff as directed by the Member. Member agrees that the OETC may treat any order placed using the Authorized Purchaser's password as valid purchaser request. Any order placed through the OETC web site is the equivalent of the Authorized Purchaser's signed purchase order. Password and account security is the responsibility of the Member and it's Authorized Purchasers.

Additionally, Authorized Purchase accounts may be created by the Member through the OETC's online store at <http://store.oetc.org>.

These Authorized Purchaser accounts are the responsibility of the Member.

Membership Fees

Organization Type or Size	Price
K12 Institution—100 or less students	\$35.00
K12 Institution—101-500 students	\$75.00
K12 Institution—501-2000 students	\$150.00
K12 Institution—2001+ students	\$300.00
Education Service District (ESD, ESA)	\$150.00
Higher Education, Community Colleges	\$300.00
Professional Educational Organizations, with staff < 25	\$150.00
Professional Educational Organizations, with staff > 25	\$300.00
State Department of Education	\$500.00

Definitions

"Agreement" means this Membership Agreement and any documents incorporated herein by reference

"Annual Membership Fee" is the fee paid by each institution for maintaining membership in OETC. Annual Membership Fees listed below.

"Contact Person" is an authorized representative of Member, designated in the online Membership Form. The Contact Person is responsible for the implementation of this Agreement by the Member.

"Contract" means a vendor agreement between the OETC membership and educational technology provider. Contracts are the result of a sealed Request for Proposal or Request for Quotes. All contracts are published on the OETC's website.

"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.

"EULA" is the End User License Agreement, the standard terms and conditions of a manufacturer that govern the use of a software license.

"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.

"Vendor Agreements" are the various licensing and product fulfillment agreements reached on behalf of Member by OETC that provide low-cost certainty and equity, such as contracts arising from Request for Proposals (RFPs).

Governing Law

This Agreement will be governed and interpreted under the laws of the state in which the Member is located.

Notice

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of a actual receipt or ten (10) days after being sent by US Postal mail to OETC's address identified on page one (1) of this agreement or to the email address help@oetc.org. Similarly notice will be given to the or to the Member's Billing address or to the Member's Main Contact's email address.

Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement.

Waivers

A party's waiver of any breach by the other party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or a different kind.

Assignments

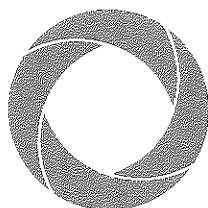
Member may not assign, in whole or in part, this agreement without the OETC's prior written approval.

Entire Agreement

This agreement supersedes all previous agreements and representation of, between or on behalf of the parties. This Agreement contains all of the OETC's and Members' agreements, warranties, understandings, conditions, covenants, and representations. Neither the OETC nor the Member will be liable for any agreements, warranties, understandings, conditions, covenant, or representation not expressly set forth or referenced in this Agreement. The OETC may refuse any different or additional provisions in purchase orders, invoices or similar documents and such refused provisions will be unenforceable.

Modification

Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.



OETC

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View and Download Terms and Conditions Online

OETC Membership Agreement

Membership ID Number

New Members: OETC will assign this number to you

Membership Start Date

Spokane Public Schools

Organization or Institution Name

K12

Organization Type

K12, HiEd, ESD, Prof. Org

Technology Contact

Lisa Thompson

Name

509-354-7188

Phone

Buyer II

Title

lisath@spokaneschools.org

Email

Signature

In witness whereof, the Member and the OETC have executed this Agreement in accordance with the OETC Membership terms and conditions.

Signature

Date

Dr. Mark Anderson

Name (Print)

Associate Superintendent, School Support Services

Title