

Donation Program Overview

Dell Catalog Sales, L.P. is donating used printers to Gifts In Kind International for donation and distribution by Gifts In Kind International to non-profit organizations in the US, Canada and appropriate communities around the world. Through this program Dell will help Gifts In Kind assist nonprofits and Title 1 Schools with programs in the areas of education (improving K-12 and adult literacy), job training, increasing access to education and technology and opportunities for young people, the physically disabled and financially disadvantaged and other vital community services. Organizations with 501(c)(3) status, Indian Reservations, and Title 1 Schools providing services in those categories will be the types of organizations qualified to receive contributions.

Donation Description

Dell's donation consists of used printers. The type of printers, which are subject to change at Dell's sole discretion, currently include, but are not necessarily limited to, the following:

- Dell All-In-One A920 Printer – Equipment solution for small business users offering printing, scanning and photocopying capabilities. A computer must be connected to the A920 printer to be able to make print.
- Dell All-In-One A940 Printer – Equipment solution for small business users offering high-resolution printing, high-performance scanning, standalone photocopying and fax capabilities.
- Dell All-In-One A960 Printer – Equipment solution for small business owners offering an automatic document feeder that enables unattended multi-page faxing, scanning and photocopying and a built-in modem that allows fast standalone faxing in black or color.

Printers are donated by Dell and GIKI on an “as is” basis. A compatible ink cartridge and printer cable will be provided by GIKI for each donated printer. Your organization is responsible for obtaining any additional ink cartridges beyond the initial ink cartridges included with these printers and any printer cables, installation, repairs, service and other start-up and maintenance fees related to the printer donations. Printers will be distributed to qualified nonprofits through Distribution Centers managed by Gifts In Kind® community programs.

Please be sure to carefully review your organization's technology platform requirements to ensure that this donation of printers will meet your needs. For additional product information see page three of this application or visit www.dell.com.

Eligibility Guidelines Organizations qualified to receive product contributions must:

- Be registered with Gifts In Kind International, either through a Gifts In Kind® program affiliate or directly.
- Donations must be used by the recipient organizations to operate offices or to provide free training to needy individuals or to distribute directly to those in need, free of charge. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores or flea markets.
- Not advocate, support or practice discrimination based on race, religion, age, national origin, language, sex, sexual preference, or physical handicap.
- Use the products only for its charitable purpose and not sell, trade, barter, or auction any of the goods donated. You agree that this restriction may be enforced by a court entering equitable relief, including but not limited to injunctive relief.
- Be located in the U.S. or Canada. Products can only be distributed within the community local to the Gifts In Kind International Distribution Center.
- Must focus on one of the following program areas: education (improving K-12 and adult literacy), or job training (increasing access to education and technology and opportunities for young people, the physically disabled and financially disadvantaged).
- Be an organization as described in Section 501(c)(3) of the Internal Revenue Code (or equivalent Title 1 School) or a recognized Indian Reservation, and be exempt under Section *501(c)(3), and not be a private foundation (other than an operating foundation as described in Section 4942(j)(3)) or a Canadian charity registered with Revenue Canada or applicable documentation for the country in which the charity is

located.

- Acknowledge that the Printers are subject to the customs and export control laws and regulations of the United States (“U.S.”) and may also be subject to the customs and export laws and regulations of the country in which the Printers are manufactured and/or received. Agree to abide by those laws and regulations. Further, under U.S. law, the Printers may not be sold, leased or otherwise transferred to restricted end-users or to restricted countries. In addition, the Printers may not be sold, leased or otherwise transferred to, or utilized by an end-user engaged in activities related to weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons. Agree not to provide any written regulatory certifications or notifications on behalf of Dell. Not use any portion of the donation for activities that are prohibited to organizations exempt from federal income tax, including, without limitation, attempting to influence legislation, lobbying, or the participation or intervention in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

Donation and Application Process

- Printers will be distributed to qualified nonprofits through Distribution Centers managed by Gifts In Kind® programs. **Nonprofit organizations will only be eligible for printers if there is a Gifts In Kind® Distribution Center established for the program in their area.** Submitting an application does not automatically qualify your organization as a recipient.
- All organizations will be selected and served on a first-come, first-served basis by each Distribution Center
- **ANY AND ALL QUESTIONS REGARDING PRINTERS OR PRINTER DELIVERY SHALL BE DIRECTED TO GIFTS IN KIND AT 703-836-2121. PLEASE DO NOT CONTACT DELL REGARDING YOUR APPLICATION OR THE DONATION.**

1. Organization’s Program Area: Check your organization’s primary program area (choose one):

- Education – improving K-12 and adult literacy.
- Job training – increasing access to education, technology and opportunities for young people, the physically disabled and the financially disadvantaged.
- Community Services.

Please also check the boxes below for programs your organization provides for children. (These program areas are for information purposes only and are not eligibility program guidelines). Check all that apply:

- Health – providing access to affordable health care and/or insurance;
- Education – equipping children with skills and tools necessary to reach their full potential;
- Safety – protecting children, providing foster care, residential treatment for neglected or abused children;
- Youth Development – providing enriching after-school programs;
- Early Childhood Care – increasing the quality of child care.

2. Describe the project this donation will support

3. What is your organization’s annual budget (choose one):

- \$500,000 or below
- \$500,000 to \$999,999
- \$1,000,000 to \$2,999,999
- \$3,000,000 and above

4. Please describe your organization’s Mission:

Name: _____

Address: _____

Phone: _____ FAX: _____

Email: _____

Detailed Printer Description Chart

THE FOLLOWING DESCRIPTIONS ARE SOLELY FOR THE PURPOSES OF EXAMPLE. NEITHER DELL NOR GIKI GUARANTY THAT THESE PRINTERS WILL BE THE TYPE AVAILABLE FOR DONATION TO YOUR ORGANIZATION.



| Printer Type | Dell™All-In-One A920 Printer | Dell™All-In-One Printer A940 | Dell™All-In-One Printer A960 |
|--------------------------------------|---|---|---|
| Function Highlights | Print, copy and scan in one compact and peripheral. | Standalone photocopying – copy text documents, photos and graphics with brilliant quality. | Automatic Document Feeder enables unattended multi-pagefaxing, scanning and copying. Built in modem allows fast standalone faxing in black orcolor. |
| Operating System Requirements | Compatible only with Windows® XP or 2000 | Compatible only with Windows® XP or 2000 | Compatible only with Windows® XP or 2000 |
| Cable | USB Cable required | USB Cable required | USB Cable required |
| Max Resolution | 4800x1200 dpi | 4800x1200 dpi | 4800x1200 dpi |
| Media Sizes | Letter, legal, B5, A4, exec, A5, A6, postcard (4" x 6"), index card (3" x 5"), Hagaki card, L, 2L, custom size (8.5" x 19" max area) banner | Letter, legal, B5, A4, exec, A5, A6, postcard (4" x 6"), index card (3" x 5"), Hagaki card, L, 2L, custom size (8.5" x 19" max area) banner | Letter, legal, B5, A4, exec, A5, A6, postcard (4" x 6"), index card (3" x 5"), Hagaki card, L, 2L, custom size (8.5" x 19" max area) banner |
| Ports | USB only (cable not included) | USB only (cable not included) | USB only (cable not included) |
| Consumables Included: | 1 black ink cartridge and 1 color ink cartridge included | 1 black ink cartridge and 1 color ink cartridge included | 1 black ink cartridge and 1 color ink cartridge included |
| Printer Output | Up to 14 ppm black, 8ppm color | Up to 17 ppm black, 12ppm color | Up to 17 ppm black, 12ppm color |
| Scan Depth Resolution | 48-bit color, 600 x 2400 dpi | 48-bit color, 600 x 2400 dpi | 48-bit color, 600 x 2400 dpi |
| Copy Compatibility | PC Hosted Copying | Stand alone Digital Copier | Copy, Fax |

An authorized representative of your organization must read and sign the terms and conditions that follow:

- **DISCLAIMER OF WARRANTY.** ALL DELL DONATIONS WILL BE MADE ON AN “AS IS” BASIS, WITH NO WARRANTIES, EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE AS TO THE CONDITION, USABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DONATION. IT IS YOUR ORGANIZATION’S SOLE RESPONSIBILITY TO DETERMINE WHETHER OR NOT THESE PRODUCTS WILL PERFORM AS EXPECTED OR NEEDED.
- **DISCLAIMER OF LIABILITY.** IN NO EVENT SHALL DELL OR Gifts In Kind International BE LIABLE TO YOUR ORGANIZATION OR TO ANY THIRD PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST REVENUE OR PROFITS, LOSS OF BUSINESS OR FOR LOST OR CORRUPTED DATA OR SOFTWARE, OR OTHER COMMERCIAL OR ECONOMIC LOSS, OR THE PROVISION OF SERVICES AND SUPPORT, WHETHER FOR BREACH OF CONTRACT, TORT, NEGLIGENCE, OR OTHER FORM

OF ACTION, OR FOR ITS TERMINATION AND IRRESPECTIVE OF WHETHER YOUR ORGANIZATION OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

• **15. INDEMNIFICATION.** Your Organization agrees to defend, indemnify, and hold harmless Gifts In Kind International, Dell and any of its subsidiaries or affiliates, and their respective directors, officers, employees, representatives, and agents (collectively the “Indemnitees”) from and against any and all claims, actions, demands, legal proceedings, liabilities, damages, losses, judgments, authorized settlements, costs or expenses, including without limitation reasonable attorneys’ fees, (the “Damages”) arising out of or in connection with any alleged or actual act or omission of your organization, including but not limited to:

- (i) violation by your organization of any applicable governmental laws, rules, ordinances, or regulations;
- (ii) breach of any representations and warranties set forth herein.

• **Publicity.** Prior to publication, posting or transmittal of any kind, any and all publicity materials and public communications your organization develops that in any way reference Dell will be submitted by GIKI for approval by Dell. Dell has the sole and exclusive right to approve, modify or reject any such submissions.

• **Eligibility.** Your organization represents and warrants that it meets the eligibility guidelines described above. Failure to meet such eligibility guidelines, including, but not limited to, using donated products for purposes other than those intended, may result in your organization being removed from the program and/or facing legal action. Breach of any of your organization’s obligations will be a material breach of this contract entitling Gifts In Kind to rescind this contract and recover any and all such goods donated. In this connection, your organization agrees that the remedy of money damages is not exclusive and is inadequate and that Gifts In Kind and/or Dell will be immediately and irreparably damaged by any such breach. In such event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of Gifts In Kind and further consents to a temporary, preliminary, and permanent injunction in favor of Gifts In Kind forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to Gifts In Kind as it directs.

• *Your organization agrees that it will not export or allow the export of the donated printers. Additionally, the printers may not be used for (or sold, leased or otherwise transferred to, or utilized by an end-user engaged in) activities related to terrorist activities or weapons of mass destruction, including without limitation, activities related to the design, development, production or use of nuclear weapons, materials, or facilities, missiles or the support of missile projects, and chemical or biological weapons.*

• **Force Majeure.** Neither Gifts In Kind International nor Dell shall be liable for any delay or failure in performance under this Agreement, or for any interruption of services rendered hereunder, which result directly or indirectly from acts of God, civil or military authority, act of public enemies, war, accidents, fires, explosions, earthquakes, floods, the elements or any other similar or different cause beyond the reasonable control of Gifts In Kind International or Dell, respectively.

• **Governing Law.** THIS AGREEMENT AND ANY DONATIONS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

I have read this entire application and accept the terms and conditions as outlined to receive the products I have requested.

Name and Title Of Executive

Executive’s Signature

Date Signed

Send this completed and signed application to:

**Wheatland RC&D
 1216 West Willow, Suite E
 Enid, OK 73701**

All applications will be processed on a first-come, first-served basis, and you will be notified of your application status, and if approved, pickup/distribution schedule

