

Donation Program Overview

Dell Catalog Sales, L.P. is donating used printers to Gifts In Kind International for donation and distribution by Wes-Tex Resource Conservation and Development Area, Inc. to eligible organizations. Through this program Dell will help Gifts In Kind and Wes-Tex RC&D 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.

Printers are donated by 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.

Please be sure to carefully review your organization’s technology platform requirements to ensure that this donation of printers will meet your needs. Printers are compatible only with Windows XP or Windows 2000.

Eligibility Guidelines

Organizations qualified to receive product contributions must:

- 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.
- 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.
- Maintain adequate books and records of the donation as required and make such books and records available to GIKI and/or Dell promptly upon request.

Donation and Application Process

- Printers will be distributed to qualified nonprofits through Wes-Tex RC&D’s Distribution Center. 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
- Should your organization’s application be accepted, please expect a waiting time of up two (2) months from the date we receive the application for your donation.
- Printers will be available from the Wes-Tex RC&D Distribution Center in 1 to 10 units of individual printers as determined by the local program based on needs of other charity partners.
- **ANY AND ALL QUESTIONS REGARDING PRINTERS OR PRINTER DELIVERY SHALL BE DIRECTED TO WES-TEX RC&D AT 806-266-5067. PLEASE DO NOT CONTACT DELL REGARDING YOUR APPLICATION OR THE DONATION.**

Registered Charity/Nonprofit/School

Legal Name of Registered Charity/Nonprofit/School (if different from above)

Street Address

City, State/Province, ZIP/Postal Code

Contact Person

Telephone

Fax

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:

Please select 1 to 10. The maximum number of printers each agency can request is 10, however, depending on the volume of requests your organization may not be able to receive the full amount requested. Printers are Dell Photo All-In-One model number 924A.

Printer Type	Dell™ All-In-One A924 Printer
Function Highlights	Print, Scan and Photocopy, borderless printing, 6 color printing with optional photo cartridge and wireless capability.
Operating System Requirements	Compatible only with Windows® XP or 2000
Cable	USB Cable required
Max Resolution	4800x1200 dpi
Media Sizes	Letter, Legal, Executive, Statement, A4, B5, A5, A6, postacrd, index card, banner, custom size.
Ports	USB and PictBridge
Printer Output	Up to 20 ppm black, 16 ppm color
Zoom Range	25% - 400% in 1% increment



Total number of printers requested: _____

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, Gifts In Kind International, OR Wes-Tex RC&D 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, Wes-Tex RC&D 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, Dell nor Wes-Tex RC&D 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.

<p>I have read this entire application and accept the terms and conditions as outlined to receive the products I have requested.</p>		
<p>_____</p> <p>Name and Title Of Executive</p>	<p>_____</p> <p>Executive’s Signature</p>	<p>_____</p> <p>Date Signed</p>

Send this completed and signed application to:

Wes-Tex RC&D
Dell Printer Distribution
200-D West Taylor
Morton, Texas 79346
or via FAX (806) 266-5632
or via email mario.avila@tx.usda.gov

If you have any questions regarding the Dell Used Technology Equipment donation program, please contact Mario Avila at (806) 266-5067 or via email mario.avila@tx.usda.gov

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.

Incomplete applications will not be considered.