

AP Professional Learning Order Terms and Conditions

AP PROFESSIONAL LEARNING POLICIES

Orders. Orders require a signed order form (this "Agreement") and either a purchase order or check made payable to "College Board".

Services. College Board shall furnish the selected professional learning workshop(s) for the period indicated in the order request which is mutually selected, agreed upon, and scheduled by College Board and Client. During each workshop, College Board will provide Client's officials, teachers and administrators with instructional strategies, technical training, and associated support. At each workshop each participant will have access to instructional resources through the AP Professional Learning Platform. The Client's purchase of the workshop is intended for up to but not to exceed 30 participants (officials, teachers, or administrators) per presenter per workshop. Participants may be of the Client's choosing; however, the Client is prohibited from reselling participant seats. AP Professional Learning workshops may not be recorded.

Purchaser Obligations. Purchaser shall be responsible for confirming that the duration, scope, and dates of the workshops are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. Client shall choose its teachers and educators to participate in any Workshop; provided, however, Client is prohibited from selling seats to teachers and educators who do not work for Client to any Workshop without advance written consent (with email to suffice) of College Board. College Board reserves the right to change the implementation information at any time. In the event College Board does not receive the information required prior to the Workshop by the date specified by College Board, the workshop may or may not be furnished. If College Board furnishes a Workshop, then the quality of the workshop may be affected, and College Board shall not be responsible for any problems, issues or effectiveness of the Services based on Purchaser's failure to provide such information on a timely basis.

Fees and Payment.

Costs Excluded from Fee. The fees do not cover the following costs associated with Workshops: meeting room fees, audio-visual fees, food, insurance, fees for applicable substitute teachers and other costs for Purchaser personnel, and other on-site or off-site transportation expenses and lodging. Purchaser shall be responsible for and pay directly the costs not covered by the fees.

Workshop Cancellation or Rescheduling. College Board shall make the workshops available to Client at the dates and times set forth in the Schedule. In the event that Client wishes to cancel or reschedule a workshop, Client shall notify College Board in writing no later than thirty (30) days prior to the first day of the workshop. Client shall notify College Board in writing of their intent to cancel or reschedule a workshop. If the Client notifies College Board less than thirty (30) days prior to the first day of the workshop, then Client agrees to pay College Board the following cancellation fees:

Date of Notice	Cancellation	Reschedule
0-14 days prior to event	50% of workshop fee	\$1,000
15-30 days prior to event	25% of workshop fee	\$500

Client shall pay cancellation or rescheduling fees within thirty (30) days of issuance of invoice from College Board to Client. Such fee shall not apply to any cancellations or rescheduling caused by a Force Majeure event.

In the event that Client wishes to shift an in-person workshop to an online format, Client shall notify College Board in writing no later than seventy-two (72) hours prior to the workshop start time. This will ensure College Board has time to inform the presenter to cancel their travel plans and shift their agenda to an online format. In the event College Board needs to shift an in-person workshop to an online format, College Board shall notify Client in writing no later than seventy-two (72) hours prior to the workshop start time and provide an online platform.

Expedited Workshop Request Planning Fee. If Client does not provide a completed and signed PL Order Form, as well as a purchase order, check, or credit card payment for processing at least sixty (60) days in advance of the first day of a scheduled Service or places an order for a Service less than sixty (60) days in advance, Client shall be subject to an expedited planning fee up to 40% of the cost of the Service. These fees apply to all Services in this Agreement, regardless if Client has received any discounts. Client must order all Services no less than twenty-one (21) days prior to the first day of the Services.

Information Technology Contact. Client shall designate, and shall cause each school to designate an information technology contact. Client information technology contact and the School information technology contacts shall address any technical issues that may arise in the course of the Service.

Network Access and Internet Connectivity. Client will ensure network access and Internet connectivity during the workshop and, will require Client information technology contact or another appropriate staff person to be available during the Services to assist in the maintenance of such network access and Internet connectivity.

Accommodations and Instruments. (For in-person workshops only) Client shall furnish workshop space, instruments such as a projector, screen, chairs and desks/tables, and whiteboards as necessary for the Services, and any food or refreshments Client wishes to have onsite. All participants will need to bring, or have access to, a device that can connect to the internet. **(For online workshops only)** College Board shall provide a Learning Management System (LMS) that allows attendees to participate and interact in online learning environments.

General Disclaimer. College Board hereby disclaims all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability, or fitness for a particular purpose.

Limitation of Liability. To the extent permitted by law, in no event will the total liability, in the aggregate, of College Board and its affiliates for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to this agreement or the work performed by College Board pursuant to this agreement from any cause or causes, included but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of College Board or its affiliates, exceed the actual amount paid to College Board under this agreement for the specific deliverable subject to the damages claim.

In no event will College Board and its affiliates have any liability to purchaser in connection with this agreement for any direct, indirect, consequential, incidental, special or punitive damages, regardless of the nature of the claim or theory of liability. To the extent allowed by law, purchaser will indemnify, defend and hold harmless, College Board against third party claims that arise as a result of the breach of this agreement by purchaser.

Ownership of Intellectual Property. Purchaser agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), videos, examinations and all items contained therein, including all copies thereof, all data and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client. Copying, disseminating, or posting any AP material on an internal or external website, including social media sites, is a breach of your agreement with College Board, unless expressly permitted by College Board.

Force Majeure. Either party may be excused from performance of an obligation under this Agreement in the event that performance of that obligation by such party is prevented by an act of God, act of war, terrorism, riot, fire, explosion, flood or other circumstance that is beyond the control of, and could not reasonably be avoided by, such party.

Payment. This Agreement supersedes any conflicting terms and conditions contained in Purchaser's purchase order.

I verify that the information and quantities on this form are accurate and that I am authorized to approve this order on behalf of the district/school indicated. I understand and accept the terms and conditions outlined in the "AP Professional Learning Policies" section of this form.



Authorized Signature

Date

Print Name

Title