

**AP MENTORING APSI ORDER FORM****FULL YEAR PROGRAM ONLY (10 SESSIONS, START IN FALL 2018)****PURCHASER** (entity billed): District

School

Other:

**BILLING INFORMATION**

District Name (if applicable)	AI Code if school (lookup: <a href="https://qoo.gl/159Qrj">https://qoo.gl/159Qrj</a> )
School Name (if purchasing at school level)	Billing Contact Name/Billing ATTN
Department or Division	Billing Contact Title
Street Address	Billing Contact Email Address
City, State, Zip, Country (if not U.S.)	Billing Contact Phone Number

**PRIMARY CONTACT (between Mentees and AP Mentoring)**

Primary Contact Name	Primary Contact Title
Primary Contact Email Address	Primary Contact Phone Number
Is primary contact also a teacher participating in program?	

**ORDER INFORMATION**

ITEM <b>(ORIGINAL COST IS \$895   APSI DISCOUNTED COST IS \$716)</b>	PER UNIT COST (20%DISCOUNT)	QUANTITY	TOTAL
AP Mentoring Full-Year for AP Computer Science Principles Teachers	\$716		
AP Mentoring Full-Year for AP English Literature & Composition Teachers	\$716		
AP Mentoring Full-Year for AP United States History Teachers	\$716		
	<b>SUBTOTAL</b>		
PURCHASE ORDER #, or Method of Payment	TOTAL	TOTAL	

**AUTHORIZATION:** I am authorized to purchase AP Mentoring and approve participation in AP Mentoring of teachers listed on page 2 of this form on behalf of the district or school indicated. I understand and accept the terms and conditions outlined in the Terms and Conditions section on page 3 of this form.

Signature (required)	Name	Title	Date Signed
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PARTICIPATING TEACHERS

FIRST NAME	LAST NAME	EMAIL ADDRESS	SCHOOL
			AP CSP AP ENGLISH LIT AP US HISTORY

FIRST NAME	LAST NAME	EMAIL ADDRESS	SCHOOL
			AP CSP AP ENGLISH LIT AP US HISTORY

FIRST NAME	LAST NAME	EMAIL ADDRESS	SCHOOL
			AP CSP AP ENGLISH LIT AP US HISTORY

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			AP CSP AP ENGLISH LIT AP US HISTORY

FIRST NAME	LAST NAME	EMAIL ADDRESS	SCHOOL
			AP CSP AP ENGLISH LIT AP US HISTORY

## **AP<sup>®</sup> Mentoring Purchase Order Terms and Conditions**

**1. License Grant.** The following licenses are referred to collectively as the “Licenses.” The College Board (“CB”) hereby grants to Client a limited, non-exclusive, non-transferable, non-assignable, revocable license during the term of this Purchase Order to access and use the AP Mentoring website (“AP Mentoring Site”) and to allow each of the participating teachers (the “Teachers”) to implement AP Mentoring in accordance with the terms and conditions governing use of and access to AP Mentoring for teachers (See “Terms and Conditions” at [collegeboard.org/apmentoring](https://collegeboard.org/apmentoring)), and to use the content provided by the CB available on the AP Mentoring Site electronically, in print or otherwise provided to Client, according to the privacy policy for AP Mentoring (“Privacy Policy” <https://www.collegeboard.org/privacy-policy>). Access to the AP Mentoring Site is for the sole purpose of improving teaching and learning in the AP course for the year and subject(s) identified above.

**2. Schools’ Compliance with License Terms.** Client shall be responsible for the Teachers’ compliance with the terms of all Licenses.

**3. Service Providers.** The CB engages vendor(s) to furnish video conferencing and the online platform to provide a space for document sharing, scheduling, and session logs offered through The AP Mentoring Site (“Service Provider(s)”). Client shall comply with the Service Providers’ site terms, conditions and policies. Client agrees and acknowledges that any information supplied to Service Provider is subject to their security and privacy policies. The CB recommends that Client reads the policies of Service Provider, because their privacy practices may differ from ours.

Client understands and agrees that there is a risk of interruption to the AP Mentoring Site and Client usage is subject to Service Provider’s support, data backup and network uptime. Additionally, the AP Mentoring Site may be suspended from time to time for administrative purposes, as necessary, including but not limited to, system maintenance. The CB may change the technical functionality of the AP Mentoring Site at any time upon notice (where reasonable) to Client, to the extent necessary to address technical and other business needs of the CB.

**4. Restrictions on Use.** Client shall not: (a) sell, rent, lease, loan, sublicense, disseminate, assign, reverse engineer, attempt to derive the source code of, transfer or otherwise provide access to third parties, make the AP Mentoring Site available for use by third parties or use the AP Mentoring Site for the benefit of any third party; (b) remove, alter, obscure or tamper with any trademark, copyright or other proprietary markings or notices affixed to or contained within the AP Mentoring Site; or (c) encourage or permit any user or other third party to engage in any of the foregoing. Client shall be responsible for ensuring that all Teachers comply with the terms of this Purchase Order. If Client violates any of the provisions hereof, the CB shall have the right to terminate Client’s right to use of AP Mentoring, without waiver of any other remedy, whether legal or equitable.

**5. Client Obligations.** Participating Teachers in the schools shall register for AP Mentoring using an online tool provided specifically for this purpose. The registration information for Teachers shall include Last Name, First Name, Email Address, School, Years of Experience, and information about mentoring preferences and availability. Client shall be responsible for confirming that the duration, scope, and dates of any training sessions are in compliance with applicable local, state, and federal statutes and regulations, applicable standards of relevant national professional associations, and applicable collective bargaining agreements. Upon commencement of this Agreement, Client shall request Teachers to register and participate in AP Mentoring. If Client’s Teachers do not register to participate in AP Mentoring within sixty (60) days after the commencement of this Agreement, Client shall not be entitled to a refund for any Licenses or Services made available under this Agreement.

During the License term and any renewal thereto, Client shall provide Teachers with any required technology and equipment (e.g., access to computers) and access to the video chat and mentoring platforms required to use AP Mentoring. Client acknowledges and agrees that the information uploaded to the AP Mentoring Site will be accessible to the Service Provider for the purposes of providing AP Mentoring.

**6. Fees and Payment.** The fees for AP Mentoring shall be set forth in this Purchase Order “Fees”. The Fees are based on the number of participating Teachers furnished to the CB by Client prior to the effective date of this Purchase Order. Fees for any renewal term shall be based on the CB’s then-current prices and policies at the time of renewal and shall be due within thirty (30) days after Client’s receipt of an invoice. This Purchase Order supersedes any conflicting terms and conditions contained in Client’s purchase order.

**7. Rights after Termination.** If this Purchase Order or any Licenses furnished hereunder is terminated for any reason, all rights granted to Client hereunder with

respect to AP Mentoring shall cease, and Client shall immediately notify all participating Teachers that they may no longer use the AP Mentoring Site. Upon termination of this Purchase Order, CB shall terminate participating Teachers’ access to The AP Mentoring Site, and any and all other systems to which participating Teachers have access under this Purchase Order.

**8. Confidentiality.** All information exchanged hereunder to which either party shall have access in connection with this Purchase Order, including the terms of this Purchase Order, is confidential (“Confidential Information”), and except as otherwise expressly provided in this Purchase Order, neither party will authorize or permit the other party’s Confidential Information to be conveyed or in any manner communicated to or made available to any third party or to be physically duplicated or reproduced or used by or for the benefit of any third party, in whole or in part; provided, however, that Confidential Information shall exclude any data or information that: (a) is publicly disclosed or expressly approved for public disclosure by the act of an authorized agent of either party; (b) becomes publicly known without breach of any confidentiality obligation; or (c) is required to be disclosed pursuant to any applicable law or regulation, government authority or duly authorized subpoena or court order, or professional standards provided that the disclosing party in such event shall provide the other party with notice of such requirement as soon as practicable after such requirement becomes known to the disclosing party (and in any event before any such Confidential Information is disclosed). Teacher must secure permission to share and disseminate samples of student work provided either by mentors or mentees. These samples must be non-identifiable.

**9. Proprietary Rights.** The CB and its Service Provider have expended substantial time, effort, and funds to create the AP Mentoring Program. Client acknowledges and agrees that the CB or CB affiliates exclusively own the copyright to (or have been granted licenses by third parties to use) all rights, title, and interest in the AP Mentoring Program and the information, data, databases, images, sound recordings, audio and visual clips, and other content (collectively, “Content”) provided by the AP Mentoring Site(s). Certain materials specifically designated as belonging to another party are not owned by the CB. No copyrighted material or other Content may be performed, distributed, downloaded, uploaded, modified, reused, reproduced, reposted, retransmitted, disseminated, sold, published, broadcast or circulated or otherwise used in any way whatsoever except as expressly stated either in such materials or in this Purchase Order without express written permission of the CB or permission of the copyright owner. Any modification of the Content, or any portion thereof, or use of the Content for any other purpose constitutes an infringement of the CB’s copyrights and other proprietary rights. Use of the Content on any other AP Mentoring Site or other networked computer environment is prohibited without prior written permission from the CB.

**10. General Disclaimer.** THE CB HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

**11. Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE CB 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 PURCHASE ORDER OR THE LICENSES FURNISHED BY THE CB PURSUANT TO THIS PURCHASE ORDER 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 THE CB OR ITS’ AFFILIATES, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE CB UNDER THIS PURCHASE ORDER FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT WILL THE CB AND ITS AFFILIATES HAVE ANY LIABILITY TO CLIENT IN CONNECTION WITH THIS PURCHASE ORDER 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, CLIENT WILL INDEMNIFY, DEFEND AND HOLD HARMLESS, THE CB AGAINST THIRD PARTY CLAIMS THAT ARISE AS A RESULT OF THE BREACH OF THIS PURCHASE ORDER BY CUSTOMER.

**12. Governing Law.** This Purchase Order shall be construed in accordance with the terms and conditions set forth in this Purchase Order and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws.

**13. Force Majeure.** Either party may be excused from performance of an obligation under this Purchase Order 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.