



US Educational Technology Purchasing Alliance

MEMBERSHIP / SUBSCRIPTION AGREEMENT

This Agreement, made effective on the date hereof, by and between the US Educational Technology Purchasing Alliance (hereinafter referred to as the "USETPA") and _____ (hereinafter referred to as the "Member").
Organization Name

USETPA, a formally organized non-profit entity whose creation was authorized by NC G.S. 143-129(e)(3), has followed procurement procedures, competitively obtained purchasing services, for discounted products and services offered by this Agreement in accordance with NC G.S. 143-129(e)(3). USETPA is permitted to engage in cooperative purchasing pursuant to NC G.S. 143-129(e)(3).

It is the sole responsibility of each Member to follow state and local procurement statutes and rules as it pertains to cooperative purchasing or joint power Agreements with in-state or out-of-state public agencies.

USETPA makes cooperative purchasing contracts available to Members "as is," and is under no obligation to revise the terms, conditions, scope, price, and/or any other conditions of the contract for the benefit of the Member. Members are permitted to negotiate and agree to additional terms and conditions with Vendors directly.

Each party shall be responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party and the results thereof. The Member will be responsible for all aspects of its purchase, including ordering its goods and/or services, inspecting and accepting the goods and/or services, and paying the Vendor who will have directly billed the Member placing the order.

The use of each contract by the Member will adhere to the terms and conditions of the USETPA contract.

Any and all disputes which may arise between the Member and the Vendor are to be resolved between the Member and the Vendor.

This Agreement incorporates all Agreements, covenants and understandings between USETPA and the Member. No prior Agreement or understanding, verbal or otherwise, by the parties or their agents, shall be valid or enforceable unless embodied in this Agreement. This Agreement shall not be altered, changed or amended except by written amendment executed by both parties.

- 1) USETPA contracts are available to all Public and Private K-12 Schools, Libraries and Government Entities
- 2) Members/Subscribers are never charged a fee to use a USETPA Contract
- 3) Membership does not obligate the member/subscriber to use a USETPA contract
- 4) Erate specific: Optional
- 5) Erate Subscribers initial in the appropriate box below (Yes or No). If Yes, then this authorizes the USETPA to conduct bids through the Form 470 on behalf of the subscriber. Bids will be conducted for all category one and category two services. Master Contracts which are awarded through the 470 process will be in effect for up to ten years. Authorization is valid from 10 years after date of registration. There are no fees associated with these bids and no obligation to use these bids as part of a subscriber's E-Rate application process. Authorization may be withdrawn by terminating subscription via written email notice to info@usetpa.com



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**Indicate a physical address to which correspondence may be delivered.*

Organization Name:	
Address (# Street Name):	
City:	
State/Province Code:	
ZIP Code (5+4 preferred):	
Country:	
Website:	
Contact Person (Last, First):	
Job Title:	
Job Role:	
Email Address:	
Phone, ext (add ext if needed):	

Organization Type Only check or circle 1 box below			Erate Subscriber USETPA Form 470 *
<i>Government</i>	<i>Education</i>	<i>Other:</i>	Erate Check or Circle 1 box below and Initial
Federal	Pre-K	Medical	Yes
State	Public K-12	Library	No
County	Private K-12	Other	Initial:
Municipality	Public Higher Education		<i>*Read Number 4 and 5 on Page 1</i>
Tribal	Private Higher Education		
Township			
Special District			



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NOTE: A copy of all purchases/purchase orders/or equivalent must be sent to the USETPA using either the physical address below or this email address: po@usetpa.com

Initial: _____

Member/Subscriber Name	USETPA
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

This form may be completed by one of three methods. Check the box below for the preferred method.

- 1) Docusign online form request (electronic signature – easy to implement).
- 2) Complete the form online, then print or save as a pdf to your device, sign in ink, scan and email (info@usetpa.com) or physically mail to the USETPA address below.
- 3) Download the linked pdf, complete the form with ink signature, and email (info@usetpa.com) or physically mail to the USETPA address below.

USETPA physical mailing address

**USETPA
5 Revere Drive, Suite 200
Northbrook, IL 60062**