



TOEFL Practice Online

Bulk Purchase Agreement

If you have any questions please send an E-mail to dhoma@ets.org
Please FAX this order form and attached Test Use Agreement (signed) to 609-683-2030

ORDER FORM – Choose method of payment TOEFL Practice Online

Invoicing option - Information – All Fields Required	Credit Card Payment option - Information
Order Date NOVEMBER 13 TH 2013	Order Date
Contact Name DANIEL WARREN	Credit Card Account No.
Title LANGUAGE CENTER DIRECTOR	<input type="checkbox"/> Visa
Institution Name UNIVERSIDAD SERGIO ARBOLEDA	<input type="checkbox"/> MasterCard
Department LANGUAGE CENTER	<input type="checkbox"/> American Express
Address 1 CARRERA 13 # 75-75	<input type="checkbox"/> Discover
Address 2 CALLE 74 NO. 14-14	Expiration Date
City BOGOTÁ D.C.	
State COLOMBIA Zip Code	
Phone +57 (1) 540 03 00	
Fax	
Email daniel.warren@usa.edu.co	Print Card Holder Name Here:
Password <small>(Please make sure to keep this for your records)</small>	Credit Card Authorized Signature

Institution Administrator Profile Information – All Fields Required	
<i>The Institution Administrator is responsible for assigning tests to the test takers.</i>	
<i>The Institution Administrator can perform the following administrative functions:</i>	
<ol style="list-style-type: none"> Order Assessments via order form Assign tests to the test takers. 	
<i>The Institution Administrator cannot perform classroom management including the following functions:</i>	
<ol style="list-style-type: none"> Create, Modify, Delete and Close Test Sessions Move Session Keys Access Reports 	
Prefix: (circle one) <u>Mr.</u> Ms. Mrs. Dr. Other: _____	Is your institution a member of a Consortium?
First Name DANIEL	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes (please name Consortium below)
Last Name WARREN	
Title DIRECTOR	
Department LANGUAGE CENTER	
Phone +57 310 247 4520	ITS Code (ETS Use Only)
Email daniel.warren@usa.edu.co	PeopleSoft Code (ETS Use Only)



TOEFL Practice Online

Bulk Purchase Agreement (Continued)

List Price for TOEFL iBT Complete Scored Version = \$44.95

Number Of Tests	Products	Total Quantity Broken down by Volume **	Percent of Discount	Discounted unit price	Sub Total Amount
Unlimited 400	TOEFL iBT Complete Test - Scored Versions	Various Volumes 5x80	49%	\$22.95	9,180 USD
				Total Due	9,180.00 USD

** Please specify which volume you are ordering. For current volumes and availability check:
<http://toeflpractice.ets.org>

Notes:

On all orders, price includes:

- PDF's / in-design files of cards & display
- HTML e-mail that can be modified

Authorization codes will be provided in Excel file format and e-mailed electronically.





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Bulk Purchase Agreement (Continued)

TEST USE AGREEMENT

1. Upon completion of this Order /Test Use Agreement (the "Agreement") and payment to ETS, Institution agrees to be legally bound by the terms and conditions of this Agreement and shall receive the right to access the Test.
 2. ETS retains ownership of and all proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the named assessments, as well as any other ETS materials, test content, software programs, and associated techniques, concepts, and methodologies that may be used to provide services under this Agreement. Except as expressly permitted by this Agreement, Test materials may not be printed, reproduced or copied (in whole or in part), made available to any other party, or used for any other purpose.
 3. The undersigned Institution will administer the Tests on a nondiscriminatory basis. The Institution acknowledges and agrees that these assessments may not be used for any other purpose, or be provided to any other party, other than as described herein. Except as expressly permitted by this Agreement, Institution may not resell, license, assign or otherwise transfer authorization codes, session keys, access codes and passwords, this Order /Test Use Agreement or its rights and obligations hereunder to any person or entity.
 4. ETS is not responsible for incidents regarding or related to test taker misconduct /score validity and the institution is solely responsible for any actions related to the misconduct.
 5. ETS will pursue appropriate action, legal or otherwise, if confidentiality/security of the exams are violated or if there is a violation of any copyright infringement laws.
6. Technical specifications to access products are:
 1. Web browser – In general we support IE 5.01 or later Internet Explorer 6.0 or higher is required for all speaking products.
 2. Installation of an audio browser.
 3. A headset with a non-voice-activated microphone is recommended for the Speaking section.
7. Institution agrees that the privacy of examinee information and score data is the sole responsibility of Institution and its examinees. ETS does not share examinee or Institution information with anyone other than: (a) with respect to the examinee, the examinee's own information; and (b) with respect to Institution, Institution's own information and information regarding its examinees. ETS retains the right to use non-personally identifiable information collected as a result of this test administration for research and development purposes.
 8. Test fees must be prepaid for the number of Tests ordered. Refunds will not be issued. A test is considered started or used if the registration process has begun.
 9. All payments made to ETS hereunder are exclusive of any Value-Added Tax (VAT) or similar taxes. If Institution receives supplies from ETS in the course of its business, Institution agrees to provide ETS with a VAT Registration Number within ten (10) days of the execution of this agreement and Institution is responsible for Value Added Tax or any other applicable taxes that may be due. If the tax authorities later inform ETS that Institution has received supplies in a non-business capacity, ETS reserves the right to collect VAT plus any interest and penalties from Institution in addition to the contract price. If Institution fails to provide ETS with a valid VAT Registration Number, ETS reserves the right to increase the contract price by the amount of VAT and to collect same from Institution.
 10. Limitation of Liability. (a) EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE TEST AND DOCUMENTATION PROVIDED HEREUNDER ARE PROVIDED TO INSTITUTION "AS-IS". ETS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, NON- INFRINGEMENT, TITLE, PERFORMANCE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. (b) ETS SHALL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF THE USE OF THE TEST, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO INSTITUTION, EXAMINEE OR ANY OTHER PERSON OR ENTITY.
 11. Force Majeure. ETS shall be excused from performance hereunder during any period and to the extent that it is prevented from performing any obligation pursuant thereto, in whole or in part, as a result of delays caused by ETS or any cause beyond its control, including without limitation interruption or failure of telecommunications or digital transmission links to Internet slow downs or failures and computer hacking. Such nonperformance shall not be a default hereunder or a ground for termination hereof.
 12. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and the state laws of New Jersey, U.S.A. This Agreement and the Order constitute the entire agreement and understanding between ETS and Institution concerning the subject matter hereof. Any preprinted terms and conditions on Institution's purchase orders shall not amend or supplement this Agreement and shall be of no force or effect. Any modification or amendment to this Agreement shall not be binding unless it is in writing and signed by ETS and Institution. If any of the provisions of this Agreement are found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.

Name: RODRIGO NOGUERA CALDERÓN Title LEGAL REPRESENTATIVE Date _____

Signature of authorized representative of Institution*** *Rodrigo Calderón* PB

***This signature confirms agreement for payment, terms and conditions.

ETS Internal Use Only

PeopleSoft™ Customer Number	Date Received – Contract Center
Institution ID (DI code)	Date Keyed/By – PeopleSoft™
Date Received – Institutional Services	Date QCed/By
Date Keyed – Oracle	
Sales Region	

Handwritten signature/initials