

DRAFT
Agreement Between
Nonprofit Technology Resources (NTR)
and
Name of Community Partner Organization (The Partner)

NTR's Mission

NTR is committed to helping the people of Philadelphia, and the organizations that serve them, have access to and use of information and communication technology.

Purpose of This Agreement

This Agreement between NTR and **The Partner** is intended to engage the charitable mission of NTR to aid the community members served by **The Partner** by providing them with access to low-cost, dependable computer equipment and accessories. Both NTR and The Partner are charitable organizations. The Partner will circulate a discount coupon among "Eligible Recipients" who are members of a community that traditionally has limited access to technology. NTR will recognize the coupon to distribute refurbished computers to The Partner's community members at a discount from established fees.

Specific Aspects of this Agreement

Under this Agreement, the community members of **The Partner** will receive a ten percent (10%) discount from established fees related to "purchases" of computer equipment and accessories through NTR's computer distribution program known as the Computer Thrift Store. The discount will be offered on the presentation of a currently dated coupon, designed by NTR to benefit **The Partner** and customers referred by **The Partner**. In addition, 10% of sales associated with **The Partner's** coupons shall be remitted to **The Partner** by NTR monthly. For the purposes of this Agreement, this remittance shall be known as the "commission."

Method of Calculation

The remitted commission shall be calculated by software known as *Quickbooks Point of Sale (POS)* as used at NTR's Computer Thrift Store program. The POS software will be calculating the commission based on transactions in which **The Partner** is designated as a referral "Associate." For each transaction benefiting **The Partner**, the NTR staff shall indicate that **The Partner** is to benefit from the transaction by including **The Partner's** "Associate Number" in the Associate field for the transaction. This action will cause the software to increment the commission to be paid to **The Partner**. Commissions will be calculated by the software on the discounted revenue, not including any taxes collected. When items subject to commission are returned for refunds, the software will decrement commission to be paid to **The Partner**. Such decremented commission may occur in a subsequent month from the original transaction depending on the date of the return.

Commissions calculated by the POS software shall be obtained by running a commission report within the POS software. Such reports shall be run monthly.

Responsibilities of The Partner, and NTR

The Partner shall be responsible for duplicating the coupon and making it available to members, clients or other appropriate people, and NTR Staff shall note the coupon credits by including **The Partner's** "Associate Number" in the sale transaction upon presentation of the coupon at the time of purchase.

Term of Agreement

This Agreement comes into effect on the date both parties have signed below. It shall remain in effect until either party gives the other notice in writing that they wish to terminate the relationship. Receipt of written notice of **termination** shall end the Agreement, and **The Partner** will no longer be able to get a 10% commission on “referral purchases” monthly, and the individual purchasers will cease to get a 10% discount on purchases from NTR’s Computer Thrift Store after the coupon’s expiration date. Discounts on purchases made with the coupon will be honored by NTR through the coupon’s valid period.

Miscellaneous Provisions

NTR and **The Partner** agree that this “Discount on Referral Purchases and Commissions” is an experimental project in which NTR is entering into a “Joint Venture” with an unspecified number of prospective Community Partner organizations, and after the initial evaluation of this project, on an experimental basis for a period of 30 to 90 days, NTR will evaluate whether it will enter into more formal “partnerships” with the said participating organization(s) in furtherance of its mission, or then terminate the project.

NTR and **The Partner** shall mutually indemnify and hold harmless each other in case of any claim of loss by a referral purchaser, and in the event of a dispute between NTR and **The Partner**, the parties agree that as the amount at issue shall not exceed \$1,000.00 in the aggregate, the parties will seek to negotiate a settlement of any dispute directly, but if for some reason they cannot, the matter will be heard in Philadelphia Small Claims Court, as Pennsylvania law governs this Agreement, and general principles of PA contract law shall apply.

NTR and **The Partner(s)**, separately, are independent contractors under this Agreement, and **The Partner(s)** and their members who may be NTR customers are not employees of NTR, and thus they are and shall be, responsible for paying their own taxes related to any income generated by or for them from this joint venture, not NTR.

Any notices or consents required by this Agreement shall be in writing and sent to both or each party by U.S. Postal Service regular mail, at the said party’s address. In the event of the unenforceability or invalidity of any term or terms herein, the unenforceability and/or invalidity of any term shall not render any other term or the Agreement unenforceable or invalid, and the rest of the Agreement shall be valid, and given full force and legal effect. This Agreement shall be limited to the parties who sign it only, as representatives of their respective companies or organizations, not as individuals, and as such it shall not inure to the benefit of, nor be binding upon, any respective heirs, executors, successors or assigns.

This Agreement, and the “Coupon” on which it is based, constitutes the entire Agreement between the parties with respect to this subject matter, and this Agreement may only be amended by a writing signed by a representative of each contracting party.

BY: Nonprofit Technology Resources

BY: **The Partner(s)**

Mr. Stanley R. Pokras, Ex. Dir.

Authorized Representative

DATED: _____

DATED: _____