



**IBM CORPORATION PRE-K/K-12 MATCHING GRANTS CONTRIBUTION CERTIFICATION FORM**

---

This form must be completed by the Principal/Head of School of the Recipient Organization.

---

**CERTIFICATION SECTION:**

I do hereby certify that the Recipient Organization named below is currently described in 170(c) of the Internal Revenue Code and has NOT received notice from the Internal Revenue Service that it will be deleted from such status.

I further certify that a contribution in the amount of \$ \_\_\_\_\_ in EQUIPMENT AT MARKET VALUE is to be received from IBM Corporation and no goods or services have been provided to IBM in return for the above donation. The equipment received from IBM shall not be used to:

- influence the outcome of legislation or any specific public election;
- carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code;
- make any political expenditure within the meaning of Section 4955(d) of the Internal Revenue Code; or
- undertake any activity for any purpose other than the one specified in Section 170(c)(2)(B) of the Internal Revenue Code.

I further certify that the IBM Corporation has not designated its grant for:

- any specific individual for travel, study, or other similar purposes by such individual, unless such grant satisfies the requirements of Section 4945(g) of the Internal Revenue Code;
- any organization other than the one which is described in Sections 509(a)(1), 509(a)(2), or 509(a)(3) or an exempt operating foundation defined in 4940(d)(2) of the Internal Revenue Code.

---

Name of Recipient Organization

Federal Employer Identification Number (EIN)

---

Signature of Certifying Individual

Date

---

Name and Title of Certifying Individual

---

MAIL COMPLETED FORM TO: IBM Corporation  
Attn: Pre-K/K-12 Matching Grants Program  
New Orchard Road  
Armonk, NY 10504

## IBM PRE-K/K-12 MATCHING GRANTS PROGRAM

### THE PROGRAM

The Pre-K/K-12 provision to the Matching Grants Program allows eligible IBM employees and retirees to make a personal contribution from their personal funds toward the donation of PC equipment and related IBM software (products) to eligible pre-schools/K-12 schools of their choice. The school must agree to the outlined terms and conditions which include limitations on the use of the donated products. The donated products should be used solely for educational purposes within the school's Pre-K/K-12 program for math, science, reading, language skills and computer literacy. Also, for a period of two years from date of shipment the school must not remarket or make further disposition of the donated products. One IBM donor or group of IBM donors can jointly submit an application form. The IBM donor or group of IBM donors will be required to donate 20% of the list price of a particular pre-packaged configuration and IBM will contribute the balance. Below are additional details of the Program.

NOTE: ONLY THE YOUNG EXPLORER CAN BE ORDERED FOR A PRE-K SCHOOL.

### PERSONS ELIGIBLE FOR PARTICIPATION

Regular or regular part-time employees of IBM or one of its wholly owned subsidiaries which is based in the U.S., its territories or the Commonwealth of Puerto Rico (including those on temporary assignment and those on leave of absence or receiving benefits under the IBM Medical Disability Income Plan or the Long Term Disability Plan).

Persons retired under the IBM Retirement Plan.

Members of the Board of Directors of the IBM Corporation or one of its wholly owned subsidiaries, including non-employee directors of IBM foreign subsidiaries.

### SCHOOLS ELIGIBLE FOR PARTICIPATION

Must be Accredited pre-school, elementary or secondary school.

Must be located in the U.S., its territories or the Commonwealth of Puerto Rico.

Must be Not-For-Profit.

Can be a public or private school.

An institution's initial and continuing eligibility shall be determined solely by IBM. If an organization fails to comply with the guidelines of the Program, they may be removed from the eligibility list.

### CONTRIBUTIONS

Gifts must be monies contributed from the eligible donor's own personal funds in the form of a personal check to IBM for 20% of the list price of a particular product configuration. A personal check from each donor listed must accompany the application. This 20% contribution amount for each product configuration (known as the Donor Offering Price) is published in the Pre-K/K-12 Matching Grants Offering Guide, which can be obtained by calling 1-800-777-4768.

Gifts must be a charitable contribution and not made with the intention of personal benefit to the donor, donor's family or anyone designated by the donor.

NOT ELIGIBLE: Monies from third parties, including from schools or school organizations such as PTAs or from any other individuals (other than IBM employees/retirees), or pursuant to any fund raising activities of any kind may not be used.

Gifts are limited to \$5,000 per eligible donor, per school, to a total of \$10,000 in gifts per calendar year.

### ADMINISTRATIVE CONDITIONS

IBM, in its sole discretion, reserves the right not to donate products to a school, to withdraw products or the Program, or to change the Program at any time. The interpretation, application and administration of these Matching Grants Program provisions shall be determined solely by IBM who reserves the right to make the final decision.

### GENERAL INFORMATION FOR APPLICATION ORIGINATOR

The application originator has the responsibility to establish eligibility and interest on the part of the pre-school/K-12 school, acquire the current Pre-K/K-12 Matching Grants Offering Guide to set corresponding goals, and coordinate eligible IBM donors on behalf of the school, if more than one eligible IBM donor will participate to accomplish this goal. The application originator completes the application form. The application originator must also make sure the school has been given the terms and conditions of the Program and understands them.

#### SECTION I - APPLICATION ORIGINATOR INFORMATION

The application originator is a single donor or the representative of a group of IBM donors.

#### SECTION II - LIST OF DONOR(S)/GIFT(S)

List all donors and gifts which are part of this application. Be sure to include required information about the application originator.

The TOTAL Gift Amount must equal the TOTAL Donor Offering Price listed in Section III.

Each donor is required to complete and sign a copy of page 1.

#### SECTION III - IBM PRODUCT(S)/CONFIGURATION(S) REQUEST

Using the current Pre-K/K-12 Matching Grants Offering Guide, list separately the quantity, the order number and applicable Donor Offering Price for each product.

Product availability can be confirmed by calling 1-800-777-4768.

The TOTAL Donor Offering Price amount must equal the TOTAL Gifts from Section II.

#### SECTION IV - SCHOOL INFORMATION

The Principal/Head of School representing the recipient pre-school/K-12 school must complete this section and sign and date the application.

The application should be filled out and submitted on a timely basis to ensure product availability.

**SEND ORIGINAL APPLICATION FORM AND CONTRIBUTION CERTIFICATION FORM WITH CHECK(S) PAYABLE TO IBM CORPORATION TO:**

**IBM CORPORATION  
PRE-K/K-12 MATCHING GRANTS PROGRAM  
NEW ORCHARD ROAD  
ARMONK, NY 10504**

The application originator has the responsibility to keep all involved parties informed. Donations will be credited to the donor's annual contribution limit in the year in which the application is processed.

## TERMS AND CONDITIONS FOR IBM PRE-K/K-12 MATCHING GRANTS PROGRAM

International Business Machines Corporation (IBM) and the Educational Organization (you) agree that the following terms and conditions apply to any products that IBM donates to you. Such products are listed on this document. You represent that you will use such products solely for educational purposes within your organization's Pre-K/K-12 program for math, science, reading, language skills and computer literacy. You further agree not to remarket or transfer any such product for a period of two years from its delivery date. The term "products" will be used in this document to mean machines and/or programs unless individual reference is required.

The terms and conditions of the IBM Program License Agreement apply to a program bearing the IBM Trademark (IBM programs). The terms and conditions of the program supplier or publisher are passed to you through IBM for a program which does not bear the IBM Trademark (non-IBM programs). The applicable terms and conditions are shipped with each program.

### **Delivery Date, Risk of Loss or Damage, and Title**

The delivery date is the date IBM delivers the product to your location. IBM assumes all risk of loss of, or damage to the machines until delivery of such machines to you. Title, risk of loss or damage to the machines will pass to you on the delivery date.

For programs, refer to the applicable agreement for statements concerning ownership and risk of loss or damage.

### **Limited Warranty**

Machines are subject to the warranty provisions of the IBM Statement of Limited Warranty which accompanies each machine. Programs bearing the IBM Trademark, if warranted, are subject to the warranty described in the IBM Program License Agreement. IBM will deem the delivery date to be the date used for warranty purposes. You should retain a copy of your delivery confirmation.

**IBM provides non-IBM programs "As Is" without warranty of any kind, either expressed or implied, including the implied warranties of merchantability and fitness for a particular purpose. However, the manufacturer's warranty, if any, may apply and you must deal with the manufacturer on such matters.**

**IBM does not warrant that any product will meet any of your individual requirements or that such product will run on an uninterrupted basis.**

### **Limitation of Remedies**

IBM's liability for actual damages from any cause whatsoever, except as otherwise stated in this section, will be limited to the greater of 1) \$25,000 or 2) the Single Unit Prices used to derive the applicable price for the individual product(s) that caused the damages or that are the subject matter of, or are directly related to, the cause of action. This limitation will apply, except as otherwise stated in this section, regardless of the form of action, whether in contract or in tort including negligence. This limitation will not apply to claims by you for bodily injury or damage to real property or tangible personal property for which IBM is legally liable.

In no event will IBM be liable for any loss of data, lost profits, lost savings, incidental damages or other economic consequential damages, even if IBM has been advised of the possibility of such damages. In addition, IBM will not be liable for any damages claimed by you based on any third-party claim. IBM is not liable for damages caused by performance or non-performance of products located outside the United States or Puerto Rico. In no event will IBM be liable for your failure to perform your responsibilities.

For IBM programs, IBM's limitation of remedies is stated in the applicable license agreement.

The Institution should immediately open and inspect all products and report any damaged or missing equipment to IBM.

### **General**

IBM, at its sole discretion, will determine whether or not it will donate products to you. Under the IBM Pre-K/K-12 Matching Grants Program, IBM will not provide consumable supplies, such as diskettes and paper, except for the set of starter supplies, if any, shipped with the product.

If you choose to acquire training for your personnel or decide to acquire maintenance agreements for products provided under the IBM Pre-K/K-12 Matching Grants Program, they may be obtained from your IBM Authorized Dealer.

Neither you nor IBM may bring any action, regardless of form, more than two years after the cause of action has arisen. For IBM programs, the period of years specified in the IBM Program License Agreement will apply.

The laws of the State of New York will govern this document.