FileMaker, Inc. Software License Donation Application

Program Overview

FileMaker, Inc®, a leading provider of PC database software programs, will be donating **FileMaker Pro and Bento™ (for Mac) Licenses** to qualified non-profits through a coordinated program administered by Gifts In Kind International. The software licenses will be contributed to a broad network of 501(c)(3) non-profits providing vital objectives such as health promotion and education, hunger eradication, child development, crime prevention and community programs serving children and adults in global communities in which its employees live and work in U.S. and Canada only.

Eligibility Guidelines

The recipient nonprofit organization must:

- Be registered with Gifts In Kind International either directly or through a licensed Network Affiliate Gifts In Kind program.
- Be a non-profit organization registered and located in the US or Canada.
- Have *501(c)(3) status from the Department of the Treasury, be a recognized U.S. Indian reservation or be a charity registered with Revenue Canada.
- Have an annual revenue budget of $1 million or less.
- Have annual revenue less than 50% government funding.
- Provide one of the following community services: health promotion and education, hunger eradication, child development, crime prevention and/or community programs serving children and adults, environmental or other beneficial services.
- The requesting organization must not have the nomination or election of political candidates as an explicit purpose. Individuals, private foundations, religious organizations, churches, temples, seminaries, political organizations, or organizations having unlawful, discriminatory practices do not qualify for this program.
- Recipients cannot use the donation for events such as fund-raising, raffles, auctions, prizes, capital campaigns, sponsorship tables or advertising for fund-raising purposes.
- Recipients must have a copy of the most current FileMaker Pro or Bento to request licenses.
- Licenses for Bento must be ordered in quantities of 10
- Obtain the first copy of FileMaker Pro or Bento on their own and submit a receipt showing purchase of the current version.

Description of Available Product

FileMaker Pro licenses : This application is for licenses for software you already own. FileMaker Pro is the workgroup information management tool, which allows you to quickly create solutions adapted to your organizational needs. With powerful features, broad platform support, and an easy to use interface, FileMaker Pro is a must have application for anyone who needs to track and manage people, projects, and information.

Bento™ (for Mac) licenses: This application is for licenses for software you already own. Bento™, is a new personal database from FileMaker® that's as easy to use as your Mac (OS X Leopard only). Bento brings your important information together in one place to help you get organized. Bento helps you manage your contacts, coordinate events, track projects, prioritize tasks, and more - faster and easier than ever before. For more information about Bento, go to http://filemaker.com/products/bento/overview.html

How To Apply For Licenses

Complete this application in its entirety and submit to Gifts In Kind International. **Note: Licenses do not include printed documentation, which must be obtained separately.**

On an attached piece of paper, please answer question 1

1. **Your organization's goals and objectives:**
2. **Attach a copy of your current budget detailing funding sources.**
3. **Provide the quantity, model and manufacturer of current computers in your organization and those planned in acquisition in the near future.**

   _____

   _____

   _____

   _____

4. **Do you currently own FileMaker 10 or Bento software?**

❑ **Yes - please include your receipt for 10 or Bento with this application.**

❑ **No - If no, please purchase a copy of the software first and include a receipt for the purchase with this request for licenses.**

Gifts In Kind International charges a nominal administrative fee to cover request processing, shipping, and related costs as noted below.

If your organization meets the program qualifications, complete and submit this application. It will be reviewed to determine eligibility. Allow two (2) weeks for a response from Gifts in Kind and up to 90 days for requests to be processed following approval.

What is your organization's service area (check only one)?

__ Health Promotion and Education
__ Hunger Eradication
__ Child Development
__ Environment
__ Crime Prevention
__ Community Programs Serving Children
__ Community Programs Serving Adults
__ Other (describe) _____

Refer to FileMaker's web site at wwwfilemaker.com for detailed information about FileMaker Pro or Bento Software Licenses.

Complete the request below. Please anticipate your entire year's needs as you may request on once per year.

Title/Item Description	Sugg. Retail Price	Qty. Requested	GIKI Item #	Admin. Fee	Total Request
FileMaker Pro License V10	$299		D430106	$15 each	
FileMaker Pro Lic. V10 Upgrade	$179		D430107	$15 each	
Bento™ (for Mac only)must be requested in quantities of 10	$49 each			$15 each	

Provide payment information below and include the total administrative fee under "total charged".

CHARGE: ☐ **Mastercard** ☐ **Visa** ☐ **American Express** ☐ **Discover/Novus**

Card Number: _____**Expiration Date:**_____**Total Charged: $**_____

Name as it appears on card: (Print)_____**Signature:**_____

Check Number:_____**Check Amount: $**_____

Complete your organization's information:
Gifts In Kind registration # _____

Legal Name of Charity:	**Contact Person:**
Street Address:	**Phone Number:**
City, State/Province, Zip/Postal Code:	**E-Mail Address:**
Country: _____	**Website:**

NOTE: An authorized representative of the requesting organization must read and sign this section Gifts In Kind International (Gifts In Kind) facilitates the donation of products to non-profit entities in need of such product that do not have the resources to acquire on their own. In requesting these donated products, Gifts In Kind is neither the manufacturer or publisher of the donated products identified in this document nor are they any way responsible for the ability of these products to function properly. It is the donee's sole responsibility to determine whether or not these products will perform as expected or needed. By completing and signing the product request form, the donee acknowledges that Gifts In Kind and Citrix provide the products "as is" and without warranty or any kind, express or implied, including, but not limited to, warranties of merchantability or fitness for a particular purpose. In no event will Gifts In Kind or Citrix be liable to any person or entity for any direct, indirect, special or consequential damages of any kind whatsoever, including, but not limited to, lost revenue or profit, lost or damaged data or other commercial or economic loss, even if Gifts In Kind or Citrix had been advised of the possibility of such damages or loss.

DONATION ACCEPTANCE AGREEMENT

Read carefully and sign below. This section must be read and signed by an authorized representative of the requesting organization. Gifts In Kind International reserves the right to terminate your organization's registration if your organization does not meet the basic requirements or violates any of the conditions listed below. ***Your organization represents the following:***

1. It is an organization described in Section 501(c)(3) of the Federal Internal Revenue Code or a recognized U.S. Indian reservation; and/or is exempt under Section 501(c)(3); and is not a private foundation (other than an operating foundation described in Section 4942(j)(3)).

2. The goods will be used solely for the care of the ill, needy or youth (as those terms are defined in applicable U.S. Treasury regulations).

3. The use of the goods will be related to the purpose of the organization that makes it tax exempt.

4. The use of donated goods does not authorize the organization to sell, trade, barter or otherwise transfer the donated goods for money, property or services performed in order to operate or related to the operation of its offices which includes the sale, trade, bartering or otherwise transfer of the goods to pay any administrative fee to Gifts In Kind International or any shipping charges related or not related to the procurement of donated goods or be used to provide community services as noted in the organization's goals. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores, on Web sites, in flea markets, or in any other manner. Additionally, product donations cannot be transferred to other nonprofit organizations or groups without advance written permission from Gifts In Kind International. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief. Gifts In Kind International reserves the right to limit, restrict or terminate any order of donations requested by your organization at any time without cause and without notice.

5. The organization agrees to maintain adequate books and records of these donations as required by applicable tax regulations and to make such records available upon request to Gifts In Kind International and/or the Internal Revenue Service. The organization agrees to provide complete substantiation of its distribution of all product donations to the Internal Revenue Service and Gifts In Kind International promptly upon request.

6. Non-compete agreement: The primary business of Gifts In Kind International is the coordination of donor efforts to donate goods for charitable purposes. The continuation of Gifts In Kind International's primary business depends upon recipient organizations refraining from soliciting donations from Gifts In Kind International's donors. Gifts In Kind International and recipient organization agree that recipient organization's solicitation of Gifts In Kind International donors without Gifts In Kind International's prior approval is improper and contravenes the purpose of the Gifts In Kind International -recipient organization relationship formed in this Agreement.

7. The goods cannot be transferred to other nonprofit organizations (or attempt to be transferred) by the organization in exchange for money, property or other services.

8. Anytime during the probation or active period of this agreement, at Gifts In Kind International's expense, your organization and members of its staff, may be subject to a thorough background check. Your organization and staff must fully comply with any requests made by Gifts In Kind International pertaining to information or data needed to conduct a background check.

9. This agreement is construed according to the laws of Virginia.

10. Any goods received from Gifts In Kind International will not be used with the intent or knowledge to commit a terrorist act(s).

Breach of any of your organization's obligations as stated above will entitle Gifts In Kind International to rescind this agreement and recover any and all such goods donated. In this connection, your organization agrees that the remedy of money damages is not exclusive and is inadequate and that Gifts In Kind International will be immediately and irreparably damaged by any such breach. In such event, your organization consents to the imposition of a constructive trust on any and all such goods in favor of Gifts In Kind International and further consents to a temporary, preliminary and permanent injunction in favor of Gifts In Kind International, forbidding your organization from making any disposition of the goods and requiring your organization to return immediately all such goods to Gifts In Kind International, as it directs. Your organization agrees to pay Gifts In Kind International in full for any Expenses, including legal fees, incurred in connection with investigating, preparing for, litigating, or settling any action brought under any breach of an obligation stated above.

Executive Name	Executive's Signature	Date

Individual nonprofits can only use donated products in direct support of their local mission. Network affiliates can only distribute products to support their local community programs and agencies. NO REFUNDS, RETURNS OR EXCHANGES.

Required documentation:

1) 501(c)(3)
2) Proof of purchase of current version of FileMaker software
3) Copy of Annual Budget

Submit application and all required documentation to:

FileMaker Program Manger, Gifts In Kind International, 333 N. Fairfax Street, Alexandria, VA 22314

Fax: 877-798-3192 (credit card payments only).

PLEASE DO NOT SUBMIT THIS APPLICATION WITH YOUR REGISTRATION APPLICATION. Please submit AFTER you have received your registration number. Thank you.