

**Program Overview:**

Autodesk offers solutions for the building design, infrastructure management, manufacturing, digital media, and wireless data service industries that help design professionals turn brilliant ideas into practical realities. Through its software donation program, Autodesk assists nonprofit organizations, correctional facilities and qualified physically disabled individuals with contributions of software that enhance communities and improve individual productivity. The donation program, managed by Gifts In Kind International, supports organizations and disabled individuals throughout the world. Product grants will not be made to state and/or federal governments, sporting events, athletic teams or schools for curriculum purposes (note: special school projects are allowed).

Software grants include the software, supporting documentation (manuals) and authorization to use the software on one computer. For complete descriptions and the operating requirements of the software products offered through Autodesk's donation program, visit [www.autodesk.com](http://www.autodesk.com). Product support is not offered through this program; however, it may be contracted through an independent dealer. Call (800) 964-6432 for dealer information.

**Each organization selected to receive a software grant may apply once per calendar year and is limited to two products annually. Individuals may request 1 product annually.** Gifts In Kind recovers its management and logistics costs by charging a nominal administrative fee for the software. The fee must accompany the application.

**Eligibility Guidelines, Organizations must:**

- Hold a 501(c)3 status from the Department of Treasury and be exempt under section 501(c)3 and not a private foundation (other than operating foundation described in Section 4942(j)3), or be a recognized Indian reservation, a civic organization (such as a volunteer fire department), an educational institution (K-12 public or private school, specific projects only, not for curriculum purposes), or correctional facility.
- Not advocate, support or practice discrimination based on race, religion, age, national origin, language, sex, sexual preference or physical handicap. (Please include copy of your organization's non discrimination policy or if you don't have one, please create one using this language and have an executive sign it.)
- Not promote religious faith as one of its explicit goals; and must not have the nomination or election of candidates to political office as an explicit purpose.

**Please Note: Requesting organizations (even current members) must include:**

1. non-discrimination policy
2. most recent audited financial statements; and
3. provide a program brochure or annual report detailing what the organization does.

**Grants may also be made to disabled individuals who are planning to use the software in independent employment ventures or skill development in the pursuance of a new or continuing career. Eligible individuals must be receiving social security disability benefits to qualify for the program.**

**Disabled individuals must show proof that they:**

- Have a demonstrated proficiency in the use of the product or currently be enrolled in CAD classes.
- Have the required hardware to run the programs.
- Have evidence of their physical disability provided by a doctor through copies of medical records or a detailed letter from the physician, which includes their prognosis for recuperation.
- Have proof of residency in the form of a driver's license and Social Security card.
- Have proof that they are currently receiving social security disability or supplemental security income benefits. This must be in the form of official notification of approval of benefits.

**Incomplete applications will not be processed.** Please submit completed application with all of your supporting documentation to: Fax: 866-531-6028 or Email: [lkhalaf@giftsinkind.org](mailto:lkhalaf@giftsinkind.org)

**Please provide the following information. (If you are a disabled individual, skip to question 5.)**

1. Indicate your service areas:

- |   |  |
|---|--|
| <input type="checkbox"/> Arts and Cultural                          | <input type="checkbox"/> Civic and Community       |
| <input type="checkbox"/> Education - Public, Private School project | <input type="checkbox"/> Correctional Facility     |
| <input type="checkbox"/> Environmental                              | <input type="checkbox"/> Health and Human Services |
| <input type="checkbox"/> Other: explain:                            |  |

2. Annual operating budget:  Less Than \$1 Million  \$1- \$5 Million  More Than \$5 Million

*\*Autodesk generally supports program with an annual operating budget of \$5 million or less. Exceptions are made on a case by case for organizations with budgets between \$5 and \$10 million.*

3. How many people does your organization serve annually?

4. Does your organization have an information technology staff person for training and hardware and software installation?  
 Yes  No

If yes, list the name of the person and/or company providing assistance:

If no, who will be doing the installation and maintenance of this donation?

5. List the minimum hardware requirements needed to operate the software and the hardware platform on which the requested software will operate.

Your Hardware Platform:

6. How much RAM (memory) is available to run the software?

7. Describe your level of ability/proficiency with the requested software.

8. Describe the project the software will support and the impact the donation will make:

<b>Legal Name of Nonprofit Org. or Disabled Individual:</b>	<b>Contact Person:</b>
<b>Street Address:</b>	<b>Phone#:</b>
<b>City, State, ZIP/Postal Code:</b>	<b>E-mail:</b>
<b>Country:</b>	<b>Website:</b>

**Gifts In Kind Registration Number, if applicable:** \_\_\_\_\_

Item Number	Item	Administrative Fee	Approximate Value of Request	Quantity Requested	Total Fee
432187	AutoCAD 2010	\$50	\$3,995		
432192	AutoCAD LT 2010	\$40	\$1,200		
432190	Architectural Desktop 2010	\$50	\$4,995		
432188	3DS Max 2010	\$50	\$3,495		
430174	Maya Complete 2009	\$50	\$1,999		
430175	Motion Builder Pro	\$50	\$4,195		
432191	Revit Architect 2010	\$50	\$5,695		
432189	AutoCAD Civil 3D 2010	\$50	\$7,995		

**Limit two products annually for nonprofits, one for disabled individuals**

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.**

**Check your payment method, and indicate the administrative fee total. Remit payment in U.S. funds made payable to Gifts In Kind International.**

MasterCard     
  Visa     
  American Express     
  Discover/Novus

Card Number: \_\_\_\_\_ Total Amount \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Name as it appears on card: \_\_\_\_\_ Signature \_\_\_\_\_

Enclosed Check     
 Check Number: \_\_\_\_\_ Total Amount \_\_\_\_\_

**As you know, thanking Autodesk for their generosity is very important in continuing to improve in our philanthropic partnership. Please submit a Thank you letter on behalf of your organization to show Autodesk the impact their donation has had.**

Please include the following information when creating your letter to Autodesk:

1. The name of your organization
2. Your Mission as it relates to Autodesk's focus areas (i.e. Autodesk's Eligibility Guidelines)
3. How their software is/will be used
4. The number of people and/or projects the use of their software would benefit

All Thank you letters will be submitted to the Autodesk Company! Be creative and include Pictures, Projects, Reports, etc...

**Letters may be mailed to:**  
**Gifts In Kind International**  
 333 N. Fairfax St.  
 Alexandria, VA 22314  
 Attn: Autodesk Program

**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 nor 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 Autodesk 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 Autodesk 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 Autodesk 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.

**Signature of Chief Executive:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_  
**Print Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_