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GIFTS IN KIND international™ The world's leading charity in product philanthropy

Lotus
SmartSuite 9.8
Product Donation Application
Market Code: Web

Program Overview

Lotus SmartSuite 9.8 is available to qualified non-profits through a donation program administered by Gifts In Kind International. The software products will be contributed to a broad network of 501(c)(3) non-profits providing vital objectives such as K-12 education, adult education, community and family services, child development, and support for people with disabilities.

Eligible organizations may request up to 10 packages per year

Eligibility Guidelines

The recipient nonprofit organization must:

- 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 a Canadian Charitable organization.
- Provide one of the following services: K-12 education, adult education, community and family services, child development, or support for people with disabilities.
- 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.

If your organization meets the above guidelines, please complete this application and forward to Gifts In Kind International. Credit Card applications may be faxed to 877-798-3192. Applications with checks should be mailed to Gifts In Kind International, Lotus Program Manager, 333 N. Fairfax St., Alexandria, VA 22314. NOTE: Please do not send application and check separately. All applications must include payment of $25 administrative fee.

Description of Available Product

Lotus SmartSuite 9.8, the award-winning office suite, features these applications: 1-2-3, the spreadsheet that started it all; Word Pro, the leading word processor with IBM ViaVoice; Organizer Release 5.04, the world's leading personal information manager; Freelance Graphics, the presentation graphics package for everyday communication; and Approach, the relational database your whole team can use.

System Requirements

IBM PC or compatible (Pentium class or higher processor); VGA adapter and monitor; CD-ROM drive (3.5" media exchange available); a mouse or other pointing device. Running Microsoft Windows 95, Windows 98, Windows ME, Windows NT 4.0, Windows 2000, or Windows XP; with 16MB RAM for Windows 95/98/ME; 48MB RAM for Windows NT; 64MB RAM for Windows 2000; 128MB for Windows XP. The maximum hard-disk space required for SmartSuite is 293MB. (Your hard-disk space usage will vary depending on the operating system and configuration.)

IMPORTANT: Each package contains a license for 1 machine. Each package of software can only be installed on 1 pc.

For more information, please visit www.lotus.com

How To Apply For SmartSuite 9.8

Complete this application in its entirety and submit to Gifts In Kind International. **If you are not a Gifts In Kind member, please attach a copy of your 501(c)(3) determination letter. Gifts In Kind members MUST indicate their member number on the following page.**

Also note that Gifts In Kind International charges a nominal administrative fee to cover request processing, shipping, and related costs.

Please allow 2-3 weeks to receive your software. Note: Requests containing checks may take an additional week.

Question 1: What is your organization's service area (**CHECK ONLY ONE**)?

__ Adult Education
__ Child Development
__ Community & Family Services
__ K-12 Education
__ Services for the Disabled/Disadvantaged

You may request up to 10 packages of software. No additional licenses are available.

Title/Item Description	Sugg. Retail Price	Admin. Fee	GIKI Item #	Quantity (max. 10)	Total Admin Fee (Qty x $25)
SmartSuite Millennium 9.8	$235	$25 each	431134		

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:
*******If registered with Gifts In Kind, please include registration #** _____

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

Read carefully and sign as indicated. Gifts In Kind International reserves the right to terminate your organization's membership if your organization does not meet our basic membership requirements and/or violates any of the eight 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, a Canadian charity registered with Revenue Canada or a recognized Indian reservation. It 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 Treasury regulations).
3. The use of the goods will be related to the purpose of the organization that makes it tax exempt. The organization must 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.
4. The goods will not be transferred by the organization in exchange for money, property or other services. You agree that this restriction may be enforced by a court entering equitable relief including, but not limited to, injunctive relief.
5. Donations must be used by the recipient organization to operate its offices or be distributed directly to those in need, **free of charge**. Donations cannot be used for fundraisers, raffles or auctions; given to volunteers or staff members; or sold in retail stores or flea markets. Gifts In Kind International reserves the right to limit or restrict the quantities of donations your organization requests.
6. The organization agrees to maintain adequate records of these product donations as required by applicable regulations and to make such records available immediately upon request to Gifts In Kind International.
7. Any goods received by Gifts In Kind International will not be used with the intention or knowledge that the funds will be used to commit a terrorist act.
8. The primary business of GIKI is the coordination of donor efforts to donate goods for charitable purposes. The continuation of GIKI's primary business depends upon recipient organizations refraining from soliciting donations from GIKI's donors. GIKI and recipient organization agree that recipient organization solicitation of GIKI donors without GIKI's prior approval is improper and contravenes the purpose of the GIKI-recipient organization relationship formed in this Agreement.

Organizations using donated products for purposes other than those intended will be removed from the program, and legal action will be taken. Breach of any of your organization's obligations under paragraphs 2, 3, 4, 5, 7 and 8 above will be considered a material breach of this agreement, entitling 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.

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Executive Signature **Executive Printed Name** **Title** **Date Signed**

Required documentation: 501(c)(3) (if not registered with Gifts In Kind)
Submit application and all required documentation to: **Fax: 877-798-3192** (credit card payments only).
Or Gifts In Kind International, Lotus Program Manager, 333 N. Fairfax. St, Alexandria, VA 22314.