

Institution Order Form

Receive a **20% bulk discount** off the list price for orders of five or more.

Praxis® Learning Paths™ Offering and Praxis® Test Code	List Price* (U.S. dollars)	Quantity	Amount
Elementary Reading and Language Arts Course (5002, 5018)	\$99.99		
Elementary Mathematics Course (5003, 5903, 5018)	\$99.99		
Elementary Social Studies Course (5004, 5904, 5018)	\$99.99		
Elementary Science Course (5005, 5905, 5018)	\$99.99		
Subtotal			
(Subtract 20% if ordering five or more in total)			
TOTAL*			

*Pricing is per teacher candidate (user). Tax will be added if applicable. If tax exempt, submit tax-exempt certificate with order.

Note: These courses are aligned to support the Praxis Elementary Education Multiple Subjects tests (5001), Elementary Education: Three Subject Bundle tests (5901) and the Elementary Education: Content Knowledge test (5018).

Institution Billing Information	
Institution Name	Check or Purchase Order #
Contact Name and Title	Institution Billing Address Line 1
Phone Number	Institution Billing Address Line 2
Email Address	City, State or Province
Date Praxis Learning Paths is needed (if applicable)	ZIP or Postal Code, Country

Submit this completed form, along with your payment information and signed Purchase Agreement, by:

Email: OrderServicesETS@ets.org | **Fax:** ETS Order Services: **1-800-417-0210** | **Mail:** P.O. Box 6785, Princeton, NJ 08541

For payment by **credit card**, please call Praxis Order Services at **1-800-537-3161**.

Institutions will receive a set of serial numbers to assign to their teacher candidates. Serial numbers must be redeemed within the effective period of this Purchase Agreement (one year from the order form date).

ETS has a no refund, no returns policy. Once orders are placed, they cannot be canceled.

By signing this form, I agree to ETS's policies and conditions concerning order cancellation and return of goods and services.

Print Your Name: _____

Signature: _____ Date: _____

The Praxis® Learning Paths™ Program

Purchase Agreement for Institutions — Terms and Conditions

Upon completion of the attached Order Form and payment to ETS, the Purchaser hereby agrees to be legally bound by the terms and conditions of this Purchase Agreement. ETS and the Purchaser may be referred to individually as “party” or collectively as “parties.”

1. **Definitions.** As used in this Agreement, the following terms shall have the meanings set forth below:
 - a. “Agreement” means this Purchase Agreement and the Order Form.
 - b. “Intellectual Property Rights” shall mean all rights of a person or entity in, to, or arising out of:
 - i. Copyrights, including copyright registrations and applications therefore in the U.S. or any foreign country, and all rights corresponding thereto throughout the world,
 - ii. Patents, including U.S., international, or foreign patents or any application therefore,
 - iii. Trade Secrets, including any inventions, proprietary information, know-how, designs, technology and related data,
 - iv. Trademarks including but not limited to trademarks, and service marks, trade names, trade dress, or domain names, including registrations issued, or pending applications therefore, or existing under common-law, in the U.S. or in any foreign jurisdiction,
 - v. Moral Rights, and
 - vi. Any other proprietary rights anywhere in the world similar to those described in this definition.
 - c. “Purchaser” means the institution or entity that has agreed to be bound to the terms and conditions of this Agreement by signing the Order Form.
 - d. “Order Form” means the order form attached to this Agreement that includes pricing and product information regarding Purchaser’s use of the products.
 - e. “The Praxis Learning Paths User” or “User” shall mean the individual persons who have been given access to the Praxis Learning Paths program by Purchaser.
2. Upon payment and execution of this Agreement, ETS grants to Purchaser a limited, nonexclusive, revocable license to distribute the Praxis Learning Paths program pursuant to the terms and conditions hereunder. ETS will provide serial numbers to the Purchaser to distribute to Users at Purchaser’s institution. Serial numbers must be redeemed by the User within the effective period of this Agreement. The Praxis Learning Paths course will be available to the User for 180 days from the date the User redeems their serial number in the platform.
3. Purchaser represents and warrants that it will use the Praxis Learning Paths program solely for the Praxis Learning Paths Users within Purchaser’s institution and will make no distribution or publication of the Praxis Learning Paths external to the Purchaser’s institution.
4. Purchaser hereby grants ETS permission, to the extent that it may be required, to use the institution name in ETS marketing and promotional materials.
5. Nothing contained in this Agreement shall be construed to imply a joint venture, partnership or principal-agent relationship between the parties; and no party by virtue of this Agreement shall have any right, power or authority to act or create any obligation, expressed or implied, on behalf of the other party.
6. Purchaser shall be solely responsible for whom it permits to be the Praxis Learning Paths Users, and agrees that it shall be responsible and liable for all the Praxis Learning Paths Users. Purchaser understands and agrees that the Praxis Learning Paths program may not be used other than by authorized Praxis Learning Paths Users, or be provided to any other party than as described herein (including the Order Form). For purposes of this Agreement, use of the Praxis Learning Paths shall be limited to the Praxis Learning Paths Users of purchasing institution. Except as expressly permitted by this Agreement, **SUBSCRIBER MAY NOT RESELL, LICENSE, ASSIGN OR OTHERWISE TRANSFER THIS AGREEMENT, THE PRAXIS LEARNING PATHS PROGRAM OR ITS RIGHTS OR OBLIGATIONS HEREUNDER TO ANY PERSON OR ENTITY EXCEPT AS PROVIDED HEREIN.**
7. ETS shall retain ownership of and proprietary rights, including but not limited to patent, copyright, trademark and trade secret in the Praxis Learning Paths program.
8. The parties may have access to information that is confidential and proprietary to the other party. Confidential and proprietary information may include, but not be limited to, any information marked, labeled or identified as “Proprietary and Confidential”; any proprietary or unpublished technologies, methodologies, software programs, algorithms or product concepts; inventions, enhancements, improvements thereto, client or customer lists; any student or candidate testing or demographic data, and test materials. Each party shall keep confidential the confidential information of the other party. Neither party shall use or disclose such information in any way other than that intended by the disclosing party or as otherwise permitted under this Agreement. Upon expiration or termination of this Agreement, or upon written request of the disclosing party, the receiving party will return or destroy, within ten (10) business days, all originals and any copies thereof of any confidential and proprietary information of disclosing party.
9. This Agreement is effective as of the date indicated on the Order Form (the “Effective Date”) and shall remain in effect for a period of one (1) year (365 days) from the Effective Date. ETS may terminate this Agreement by providing Purchaser with written notice in the event that Purchaser fails to pay the fees that are due and payable; fails to abide by the restrictions on the use and disclosure of the Praxis Learning Paths; or breaches any other term or condition of this Agreement. Purchaser may terminate this agreement by providing sixty (60) days written notice to ETS. Fees paid are not refundable.
10. Purchaser will provide a purchase order or other appropriate payment information for the number of the Praxis Learning Paths offerings ordered with the completed Order Form.
11. **Limitation of Liability**
 - a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE PRAXIS LEARNING PATHS PROGRAM PROVIDED HEREUNDER IS PROVIDED TO USER “AS IS.” ETS EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF ACCURACY, COMPLETENESS, NONINFRINGEMENT, TITLE, PERFORMANCE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 - b. IN NO EVENT WILL ETS’S LIABILITY, IN THE AGGREGATE, FOR DAMAGES ARISING OUT OF THE USE OF THE PRAXIS LEARNING PATHS PROGRAM OR ARISING UNDER THIS AGREEMENT, WHETHER IN TORT, CONTRACT OR OTHERWISE, TO SUBSCRIBER OR ANY OTHER PERSON OR ENTITY EXCEED THE AMOUNT OF FEES PAID BY SUBSCRIBER FOR THE PRAXIS LEARNING PATHS PROGRAM.
12. **Force Majeure.** ETS shall be excused from performance hereunder during any period and to the extent that it is prevented from performing any obligation pursuant thereto, in whole or in part, as a result of delays not caused by ETS or any cause beyond its control, including without limitation interruption or failure of telecommunications or digital transmission links to Internet slowdowns or failures and computer hacking. Such nonperformance shall not be a default hereunder or a ground for termination hereof.
13. This Agreement shall be governed by and construed in accordance with the federal laws of the United States and applicable state laws. The terms contained in paragraphs 1, 3, 7, 8 and 11 shall survive expiration or termination of this Agreement.
14. This Agreement and the Order Form constitute the entire agreement and understanding between ETS and Purchaser concerning the subject matter hereof. Any preprinted terms and conditions on Purchaser’s purchase orders shall not amend or supplement this Agreement and shall be of no force or effect. Any modification or amendment to this Agreement shall not be binding unless it is in writing and signed by ETS and Purchaser. If any of the provisions of this Agreement are found to be invalid by a court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.

ACCEPTED AND AGREED BY:

Print Your Name: _____ Signature: _____