

If you are submitting a purchase order, please attach it to this completed order form.
(Photocopy as needed)

1 Customer Account Number

(see recent invoice or packing slip)
Order requested by _____
Phone () _____

2 Ship to

Name _____
Title _____
Organization _____
Street _____
City _____ State _____ Zip _____ + _____
Phone () _____
Fax () _____
E-mail _____

3 Product Description

Product Number	Quantity	Unit Price	Total

4 Payment (Prepayment required)

Purchase Order # _____
 Check enclosed payable to NCS Pearson, Inc. Check # _____ Amount \$ _____
 Charge to: Visa MasterCard American Express Discover
Card # _____ Exp. Date _____
Name of Cardholder _____
Signature _____

6 Authorization, Prices and Terms

Prices effective from January 1, 2011 to December 31, 2011 and subject to change without notice. Terms are balance net 30 days, Risk of loss is FOB destination with shipping charges added to invoice per chart (at right). If prices on your order are incorrect, we reserve the right to exceed the amount up to 10% unless otherwise stated on your order. Please see Terms & Conditions on page iv. I authorize Pearson to ship this order and agree to the terms set forth in the current assessment catalog, including the terms of the Qualification policy on page vi of this catalog, the Terms & Conditions on page iv, and the Return Policy on page ii.

Signature _____
Title _____ **Date** _____

Mail: Pearson
Clinical Assessment
Ordering Department
P.O. Box 599700
San Antonio, TX 78259

Phone: 800.627.7271
Fax: 800.232.1223
Online: PsychCorp.com



Bill to (if different)

Name _____
Title _____
Organization _____
Street _____
City _____ State _____ Zip _____ + _____
Phone () _____
Fax () _____
E-mail _____

- First Order? • Please establish your qualification level (see reverse side)
• Include prepayment

5 Shipping

Tax Exempt? <small>Pearson must have a copy of certificate on file.</small>	Subtotal \$
<input type="checkbox"/> Standard Order Shipping	Add your state and local tax \$
<input type="checkbox"/> Additional Shipping Charges	Add appropriate shipping and handling fee; see chart below \$
Total \$	

<p>Standard Shipping (shipped within 48 hours)</p> <table border="1"> <thead> <tr> <th>ORDER SIZE</th> <th>CHARGE</th> </tr> </thead> <tbody> <tr> <td><\$500</td> <td>6% (Minimum \$10)</td> </tr> <tr> <td>\$500 to \$2499</td> <td>5%</td> </tr> <tr> <td>\$2500+</td> <td>4%</td> </tr> </tbody> </table>	ORDER SIZE	CHARGE	<\$500	6% (Minimum \$10)	\$500 to \$2499	5%	\$2500+	4%	<p>Additional Shipping Conditions and Charges</p> <p>2nd Day: Add \$14.00 to standard shipping price.</p> <p>Overnight: Add \$21.00 to standard shipping price.</p> <p>International: Add \$25.00 to standard shipping price (overnight and expedited shipping is not available).</p> <p>Alaska, Hawaii, Puerto Rico, and Virgin Islands: Add \$10.00 priority charge to standard shipping price. (Expedited shipping is not available)</p>
ORDER SIZE	CHARGE								
<\$500	6% (Minimum \$10)								
\$500 to \$2499	5%								
\$2500+	4%								

TERMS AND CONDITIONS OF SALE AND USE OF PEARSON PRODUCTS

1. Acceptance of Ts & Cs^a

Sales of Pearson Products^b and Third Party Products^c (together referred to as "Products") by Pearson's Clinical Assessment group^d and the purchase and use of Products by Customer^e are conditioned upon acceptance of these Ts & Cs. Customer agrees to these Ts & Cs by submission of User Qualifications, order(s) for tests or scoring services, or by paying part or all of a Pearson Invoice. These Ts & Cs constitute the entire agreement between Pearson and the Customer and supersede any purchase order terms associated with a Purchase Order (P.O.) number on any order. If any provision of the Ts & Cs is found to be illegal or unenforceable, the remaining provisions will be enforced. These Ts & Cs may not be waived or modified except by prior written agreement signed by a Pearson Vice President. Minnesota law will govern these Ts & Cs. Issues involving copyright and patent will be resolved under U.S. Federal Law.

2. Warranty

Pearson warrants that the Products published directly or under license by Pearson in their standard form, will not infringe any valid, third-party, U.S. patents or copyrights existing at the time of publication. This warranty does not extend to any Third Party product or to any infringement arising from the use of the Pearson Products in combination with any systems, software, or equipment, supplied by a third party. If customer promptly notifies Pearson of an infringement claim of a Pearson Product and accords Pearson the right, at its sole option and expense, to handle the defense of the infringement claim, Pearson will indemnify and hold the customer harmless from/against such infringement claim related solely to that Pearson Product. Pearson may, in its sole discretion, furnish the customer with a non-infringing replacement product within sixty (60) days or repurchase the remaining unconsumed Pearson Product. EXCEPT AS STATED HEREIN, PEARSON MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS. ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

3. Geographic Embargoes and Restrictions

Please note that, Pearson may restrict the sale of certain test materials within specific geographic regions because of various contractual arrangements. If the Product(s) have been rightfully obtained within the United States, Customer warrants and represents that neither the products nor any technical data received by the Customer from Pearson will be exported outside of the United States, except as authorized by the laws and regulations of the United States.

4. Risk of Loss and Returns

WITHIN THE U.S., Risk of Loss is FOB Destination with freight from Pearson warehouse charged to the Customer. Returns may be made in accordance with the Returns Policy.

5. Limitation of Liability and Limitation on Claims

IN NO EVENT WILL PEARSON BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES ARISING OUT OF THIS AGREEMENT, PURCHASE OR USE OF THE PRODUCTS OR SERVICES. NOTWITHSTANDING ANY OTHER PROVISION OR AGREEMENT BETWEEN THE CUSTOMER AND PEARSON, PEARSON'S TOTAL LIABILITY TO ANY PARTY, ARISING OUT OF THIS AGREEMENT, PURCHASE, OR USE OF PRODUCTS, EXCEPT AS IT RELATES TO PEARSON'S WILLFUL MISCONDUCT, WILL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS OR SERVICES.

6. Use of Product

Customer agrees that it is the Customer's responsibility to use any Products in accordance with Pearson's Qualification Requirements and applicable professional guidelines^f. Violation of these Ts & Cs may result in the revocation of a Customer's right to purchase as a qualified Customer. Customer understands and agrees that the Products are intended to be used as tools in the overall assessment

process, and are not designed to be used alone or to replace the Customer's professional judgment. Pearson is not responsible for any claims or damages incurred in connection with the Customer's or any third party's use or misuse of the Products. Unless otherwise indicated, Products are not sold for self-guidance, nor to any individual or organization engaged in testing and counseling by any remote method. Users must agree to guard against the improper use of the Products in order to retain the right to purchase those Products. To protect their security and value, Products may not be resold, re-licensed, transferred or otherwise further distributed without prior written permission from Pearson.

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Pearson Products are protected by various intellectual property laws, including trade secrets, copyright and trademark. Printing or reproducing copyright-protected materials or content, whether the reproductions are sold or furnished free for use, including reproduction of test items, scales, scoring algorithms, scored directions, or other content, is strictly prohibited by law and by these Ts & Cs. Pearson software outputs, including but not limited to reports, are protected as trade secrets. Trade secrets are not permitted to be disclosed in response to requests made pursuant to HIPAA^g or to any other data disclosure law that exempts disclosure of information or documents protected as trade secrets.

Customer acknowledges and agrees that the use or disclosure of trade secrets and confidential information in a manner inconsistent with the provisions of these Ts & Cs may cause Pearson irreparable harm for which remedies other than injunctive relief may be inadequate. Accordingly, Customer may request, from a court of competent jurisdiction, injunctive or other equitable relief seeking to restrain such use or disclosure where appropriate under the circumstances. Customer may seek a protective order safeguarding the confidentiality of test materials if Customer is required to produce such materials in court or other administrative proceeding.

The Customer's purchase of Pearson Products does not grant the Customer a right to reproduce additional copies of materials or content or enter any content into a computer medium, such as non-Pearson scoring system or software. However, if the Customer licenses and uses Pearson software, the Customer may excerpt portions of the output reports, limited to the minimum text necessary to accurately describe the qualified user's significant core conclusions, for incorporation into a written evaluation of the individual, in accordance with the Customer's profession's citation standards, if any. No adaptations, translations, modifications, or special versions may be made without permission in writing from Pearson (see Section 10 below).

8. Test Security

Customer agrees to comply with the following basic principles of minimum test security:

- Test takers must not be coached using the test or receive test answers before beginning the test.
- Test materials (text or graphic image) may not be reproduced in any manner electronically or otherwise without the prior written permission of Pearson.
- Access to test materials must be limited to qualified persons with a responsible, professional interest who agree to safeguard their use.
- Test materials and scores may be released only to persons qualified to interpret and use them properly.
- If a test taker or the parent of a minor child who has taken a test wishes to examine test responses or results, the parent or test taker may be permitted to review the test and the test answers in the presence of a representative of the school, college or institution that administered the test.
- Test materials must not be resold, re-licensed, transferred or otherwise redistributed for any purpose without prior written permission from Pearson.

9. Indemnification

To the extent permitted by law, Customer agrees to hold harmless, indemnify and defend Pearson from and against any and all claims, charges, demands, damages, liabilities, losses, expenses, and liabilities of whatever nature and howsoever arising (including but not limited to any legal or other professional fees and the costs of defending or prosecuting any claim and any loss of profit, goodwill, and any other direct or consequential loss) incurred or suffered by Pearson directly or indirectly by reason of any act or omission that the Customer commits in breach of these Ts & Cs and the obligations and warranties contained in them.

10. Requests for permission to license Pearson Intellectual Property

Requests to copy, translate, modify or adapt any Pearson Products must be in writing and directed to: Intellectual Property Licensing by e-mail at pas.licensing@pearson.com

11. Payment

Pearson accepts payment by check, money order, or Visa, MasterCard, American Express or Discover credit cards. Payment must accompany order. Pearson will invoice institutional Customers if orders are received on official purchase orders with tax exempt certificate on file at Pearson (if applicable). All invoices are payable net 30 days. Prepayment is required for all new accounts. Charges not paid when due are subject to a late charge accruing from the due date of 1-1/2% per month or the maximum permitted by law, whichever is less. The Customer is responsible for any reasonable attorney or collection fees incurred by Pearson in collecting charges not paid when due. Payment must be made in U.S. dollars. Customers are responsible for all taxes and tariffs related to intercountry shipments. Pearson will collect and report state and local taxes applicable to the Customer's shipping address.

12. Modification of Terms and Conditions

Pearson reserves the right to amend pricing and these Ts & Cs at any time without prior written notice. The most current Ts & Cs will be posted at Pearson's Website^h.

13. Definitions and Notes

a "Ts & Cs" means Pearson conditions of sale and use and the qualifications and return policies referenced in these Ts & Cs. A printed copy of the Ts & Cs, including the referenced policies, is available by calling 800.627.7271. These terms may be viewed in 12 point type at our Website.

b "Pearson Product(s)" means assessment instruments (including those formerly published by AGS Publishing and Harcourt Assessment, Inc.) and/or materials (including but not limited to software, administration and user reference materials, manipulatives, reports and services) published by Pearson.

c "Third Party product" means assessment instrument(s) and/or material(s) (including but not limited to software, administration and user reference materials, manipulatives, reports and service) not published by Pearson.

d Pearson's Clinical Assessment group is a business of NCS Pearson, Inc. Both organizations are included in the term "Pearson."

e "Customer" means the purchaser and qualified user of the Product, who are individually and collectively referred to as "Customer."

f "Website" means PearsonAssessments.com and Psychcorp.com and Pearsonassess.com

g "applicable professional guidelines" include but are not limited to the Standards for Educational and Psychological Testing, published by the American Educational Research Association (AERA), American Psychological Association (APA), and the National Council on Measurement in Education (NCME), Pearson software license (if applicable) and all federal, state, and local laws and regulations, including, but not limited to HIPAA and FERPA. Use of psychological tests in employment-related situations may be subject to certain laws including Title VII of the Civil Rights Act of 1964, as amended; the Americans with Disabilities Act of 1990, as amended; and other federal, state, and local laws and regulations.

h See HIPAA: Frequently Asked Questions.