



VOUCHER DONATION AGREEMENT

BETWEEN

MICROSOFT CORPORATION

AND

THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT

This Donation Agreement ("Agreement") is made by and between Microsoft Corporation ("Microsoft") and the Colorado Department of Labor and Employment ("CDLE") on date signed below.

WHEREAS, Microsoft has created the Elevate America Initiative in order to enhance the technical job skills of the citizens of each State that has agreed to participate in the Elevate America Initiative; and

WHEREAS, the goal of the Elevate America Initiative is to donate training vouchers ("Vouchers") for Microsoft eLearning courses and select Microsoft certification exams at no cost; and

WHEREAS, it is Microsoft's intent that the Vouchers are made broadly available to meet the needs of constituents of the State of Colorado who will utilize this resource to obtain important technology skills that are needed for jobs of today and in the future; and

WHEREAS, CDLE on behalf of the State of Colorado has expressed a desire to participate in the Elevate America Initiative;

NOW THEREFORE, the purpose of this Agreement is to facilitate the distribution of Microsoft donated training vouchers ("Vouchers") to CDLE as part of Microsoft's Elevate America initiative.

1. **DONATION OF VOUCHERS.** In support of the Elevate America Initiative, Microsoft will make a donation of Vouchers for Microsoft eLearning courses of the type and quantities set forth in the table below, and select Microsoft certification exams to CDLE, for distribution to constituents of the State of Colorado at locations to be determined by CDLE. All Vouchers must be activated by the end recipient user within 90 days of the date of receipt of these Vouchers by CDLE.
 - a. Microsoft E-Learning Vouchers are available for use by the end recipient for 12 months from date of activation. Activation must be made within 90 days of CDLE's receipt of the Vouchers. There are two types of vouchers available to customers.
 - i. Elevate America General E-Learning vouchers will give users a choice of pursuing a "learning collection" within either Windows XP & Office 2003 or Windows Vista and Office 2007. A "learning collection" is a set of learning courses on a specific topic area (i.e. Excel, Word, Outlook, etc.). One Voucher will enable a user to pursue one learning collection.
 - ii. A separate group of E-Learning vouchers is available for customers who are interested in pursuing IT Professional learning courses. These vouchers are intended for customers who are IT Professionals and are interested in acquiring



skills above and beyond what is offered through the General E-Learning Voucher and give the recipient access to an extended library of learning designed specifically for the IT Professional.

- b.** Vouchers which are designated for Microsoft Certification Exam(s) must be used within 90 days of state receipt of Voucher. CDLE and Microsoft will determine a mutually agreeable start date of the program and the 90 day period will begin on that designated date.
- i. Vouchers which are designated for Microsoft Certification Exam(s) enable a user to pursue a no cost exam in one topic area (i.e. Excel, Word, Outlook, etc.). One Voucher will enable a user to pursue one exam in either Office 2003 OR Office 2007. The user must specify at the time of receipt of the Voucher, which certification exam they are interested in pursuing.
 - ii. Microsoft Business Certification Exams are provided by Microsoft certified testing partner locations. These locations may charge a proctoring fee, which the user may be required to pay. This fee falls outside of the Elevate America voucher program and is not covered as part of this program. .

Voucher Type	Number of Vouchers
Microsoft E-Learning, Includes: <ul style="list-style-type: none">• Information Worker (Windows XP & Office 2003 OR Windows Vista & Office 2007)	5,500
Microsoft E-Learning: IT Professional Standard and Extended Library	1,500
Microsoft Business Certification Exam, to be divided among: <ul style="list-style-type: none">• Office 2003• Office 2007	2,750 2,750
Totals	12,500

All Vouchers shall be for the exclusive use of CDLE and its designated distribution partners. The Vouchers may not be transferred to any other entity or used by residents of any other State.

CDLE will receive its allocated Vouchers in the form of a Microsoft Excel spreadsheet. CDLE and its designated distribution partners will then distribute the Vouchers to end users based on criteria determined by CDLE, using Colorado statewide distribution channels. These Vouchers can be made available in person, via email, via phone or by other methods designated by CDLE.

2. **MICROSOFT MATERIALS.** CDLE and/or its partners locations participating in Elevate America will display materials provided by Microsoft in each voucher distribution location as follows:
 - Program information sheet: to be available in visible locations at voucher distribution locations
 - Poster: to be displayed in a prominent location in or near the front entry and/or publicly accessible computer lab at voucher distribution locations
3. **COMPLIANCE.** Microsoft waives any and all entitlement to compensation for any Vouchers provided under this Agreement. It is Microsoft's intent that this Agreement be in compliance with



applicable laws and regulations with respect to the donation of gratuitous training, services, products and other offerings. It is specifically understood that all donations provided under this Agreement are for the sole benefit and use of the State of Colorado and its citizens and are not provided to or for the benefit of any individual government employee. Microsoft acknowledges that neither the State of Colorado nor its employees can endorse Microsoft technologies or services, and that, in signing this Agreement, the State of Colorado is not authorizing Microsoft to state or represent that the State of Colorado or its employees endorse or prefer Microsoft technologies or services over other vendors.

4. **DATA REPORTING.** In addition, CDLE agrees to provide Microsoft with data for purposes of tracking success of participants in the Elevate America program. CDLE will provide Microsoft the following on a quarterly basis, (with employment status, length of unemployment, job, wage and education information reports available after participants exit the program) through June 30, 2012:

For each individual receiving any Voucher through Elevate America:

- Type of voucher (specify from below)
 - Microsoft E-Learning Vouchers:
 - Information Worker (Windows XP & Office 2003 OR Windows Vista & Office 2007)
 - IT Pro Standard
 - Microsoft E-Learning: IT Professional Extended Library
 - Microsoft Business Certification Exams
 - Office 2003
 - Office 2007
- Voucher allocation date
- Current Employment status (full time, part time, unemployed)
 - If unemployed, length of unemployment
- Length of time in current job
- Current educational attainment level
- Current wage
- Age
- Gender

For each voucher that is allocated to an individual:

- Voucher type (specify from below)
 - Microsoft E-Learning Vouchers:
 - Information Worker (Windows XP & Office 2003 OR Windows Vista & Office 2007)
 - IT Pro Standard
 - Microsoft E-Learning: IT Professional Extended Library
 - Microsoft Business Certification Exams
 - Office 2003
 - Office 2007
- Voucher allocation date



- Voucher distribution geographic location within state (zip code and/or city and county equivalent)

For Microsoft Business Certification Exams administered at CDLE and/or Partner site:

- Date of exam
- Specific exam the individual is pursuing
- Did the individual pass the exam?
- Individual's Current Employment status
- Length of time in current job
- Current wage
- Age
- Gender

5. **LIMITATIONS.** (a) ALL MATERIALS, INFORMATION, OR OTHER ITEMS PROVIDED BY MICROSOFT ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, AND MICROSOFT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY MATERIALS, VOUCHERS, INFORMATION, OR OTHER ITEMS PROVIDED TO THE OTHER IN CONNECTION WITH THIS AGREEMENT; AND (b) IN NO EVENT WILL MICROSOFT BE LIABLE FOR ANY DIRECT, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY FOR DAMAGES IN THIS SECTION 5 APPLY REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTIES, OR ANY OTHER LEGAL THEORY.

6. **APPLICABLE LAW.** The terms of this agreement will be governed by the laws of the United States.

7. **TERM.** This Agreement is effective upon signature and is valid through June 30, 2012

MICROSOFT CORPORATION



Signature

Date

9/1/2009

THE COLORADO DEPARTMENT OF LABOR AND
EMPLOYMENT



Signature

Date

9/16/09