



National Measurement and Testing, Inc.

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Teacher Observation Scale (TOS)™
 Analysis Order Form

Please provide all the information requested on this form and enclose it with your completed TOS forms. Scoring fees and processing times are indicated on the reverse side.

1. SHIPPING ADDRESS: (Please print or type.)

Name:
Title:
Institution:
Street Address:
City: State: Zip:
Country:
Phone:
E-Mail:

2. BILLING ADDRESS: (Please print or type.)

Check here if billing address is the same as the shipping address. Otherwise, enter the billing address below.

Name:
Title:
Institution:
Street Address:
City: State: Zip:
Country:
Phone:
E-Mail:

- 3.** Indicate how you want a pass/fail standard applied to these results (see *Terms and Conditions*):
- Score according to **NMT recommended standard**
 - Score according to your own standard (Passing Scaled Score: _____)
 - Do not employ any pass/fail standard

- 4.** Type of service (see reverse side for Fees):
- Regular Service **OR** Rush Service
- 5.** Purchase order number (if applicable): _____
- 6.** Group contract code (if applicable): _____

PROCEDURE: All orders will be invoiced by NMT. Analysis fees are listed on the reverse side of this form.
 Please send this *Analysis Order Form* plus all completed observation forms to:

National Measurement and Testing, Inc.
P.O. Box 339, Montvale, N.J. 07645

Upon receipt of the materials, an invoice will be sent via e-mail, or regular mail if an email address is not provided. Acceptable forms of payment include check, credit card (MasterCard, Visa, American Express), or money order. Sales tax will be added where required. **If you are exempt from sales tax, please complete the appropriate exemption documentation required by your state and include it with this Order Form.**

ENDORSEMENT: By signing below, the customer hereby indicates agreement with the *Terms and Conditions* appearing on the reverse side of this form.

Please check this box to give NMT permission to publish your institution name as part of our customer list.

Signature: _____
 Name: _____
 Title: _____ Date: _____

For NMT use only

Date Received: _____	Number Received: _____	Date Scanned: _____
Project #: _____	Invoice #: _____	

Fees (as of December 2012)

The scoring fees for the *Teacher Observation Scale (TOS)*[™] are as follows:

TOS Forms Submitted	Regular Service	Rush Service
1 st - 25 th unit	\$30 per unit	\$40 per unit
26 th - 50 th unit	\$25 per unit	\$33 per unit
51 st unit and beyond	\$20 per unit	\$27 per unit

Regular Service processing time is within seven business days of the receipt of payment and/or receipt of the survey forms, whichever is later. *Rush Service* items are processed on the day of receipt of payment and/or receipt of the survey forms, whichever is later, and are mailed via overnight service (to be delivered the next business day) no later than 1 business day after scanning and processing. Scores cannot be released until payment is received..

Terms and Conditions

NMT and the Customer agree as follows:

1. Definitions. As used in this Agreement, the following terms shall mean:

- (i) "NMT" means National Measurement and Testing, Inc.;
- (ii) "Agreement" means this *Analysis Order Form*, including these *Terms and Conditions*, and any exhibits thereto;
- (iii) "Customer" means the party named on the reverse side of this *Analysis Cover Sheet*;
- (iv) "Analysis Services" means the survey instruments, reports and services described on the reverse side of this *Analysis Order Form*;
- (v) "TOS" refers to the *Teacher Observation Scale*[™].

2. Payment Terms. Customer agrees to pay NMT the amount set forth in the *Analysis Order Form* for the delivery of the *TOS* Analysis Services. Customer shall make all payments within thirty (30) days of receipt of an invoice from NMT. All invoices shall be sent to the Customer at the address listed on the *Analysis Order Form*.

3. Ownership of Materials. NMT owns the *Teacher Observation Scale (TOS)*[™], including all survey materials, documentation, related materials, and all intellectual property rights therein (collectively, the "NMT Materials"). Customer does not acquire any right, title, or interest in or to the NMT Materials. Customer shall not copy, modify, enhance, reverse engineer, or make any addition to the NMT Materials. Customer shall protect the NMT Materials in accordance with NMT's procedures and using a standard of care appropriate for survey materials. All NMT Materials shall be and remain the property of NMT notwithstanding the subsequent termination of this Agreement. Notwithstanding anything to the contrary in this Agreement, NMT hereby grants Customer an unlimited, worldwide license to use, modify and distribute the data reports provided to Customer.

4. Limitation on Damages. NMT's liability for damages arising out of or in connection with this Agreement shall not exceed the amount Customer has paid NMT pursuant this *Analysis Order Form*. **In no event shall NMT be liable for special, indirect, incidental, punitive, exemplary, or consequential damages resulting from the administration of the TOS by Customer, nor for any other consequence resulting from the Customer's utilization of the TOS instrument and its results. This includes, but is not limited to, damages due to any employer actions in hiring, firing, tenure, promotion, or employee compensation. Customer and NMT agree that NMT takes no responsibility for the defense, justification, or consequences resulting from any revised TOS pass/fail standards employed by the Customer.**

5. Warranty and Limitations. **Except as set forth in this section, NMT, Inc. expressly disclaims any and all representations, warranties and conditions of any kind or nature, express or**

implied and those arising by statute or otherwise in law or from a course of dealing or use of trade.

6. Termination. Either party may terminate this Agreement upon thirty (30) days written notice to the other party in the event that other party breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. This Agreement may also be terminated without cause at any time by either party giving thirty (30) days written notice to the other. Customer shall pay NMT for all services delivered through the date of termination. Upon the expiration or termination of this Agreement, the obligations set forth in Paragraphs 3, 4, 5, and 6 of these *Terms and Conditions* shall survive.

7. Relationship of the Parties. The parties to this Agreement are independent contractors. Neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other.

8. Force Majeure. NMT shall not be liable to Customer for any delay or failure due to causes or circumstances beyond its control, including, without limitation, national emergencies, fire, flood, epidemics, or catastrophe, Acts of God, governmental authorities, or parties not under the control of NMT, insurrection, war, riots, or failure of transportation, communication, or power supply. NMT shall exercise commercially reasonable efforts to mitigate the extent of the excusable delay or failure and its adverse consequences; provided, however, that should any such delay or failure continue for more than sixty (60) days, the Agreement may be terminated by either the party upon notice to the other.

9. Subcontracts. Customer may not assign nor transfer its obligations or interest in this Agreement without the express prior written agreement of NMT. No permitted assignment shall relieve Entity hereto of its obligations prior to the assignment. Any assignment in violation of this Paragraph shall be void. Subject to the above restrictions on assignments and transfer, this Agreement shall be binding upon the Entity's permitted successors and assigns. Notwithstanding the foregoing, NMT may subcontract all or part of its obligations under this Agreement provided that NMT shall remain responsible for any such subcontractor's performance.

10. Entire Agreement. This Agreement (including any and all exhibits to this Agreement and agreements reference herein) constitutes the entire agreement between the parties with respect to the subject matter hereunder, and supersedes all other prior agreements and understandings, both written and oral. The *Terms and Conditions* contained in this Agreement are the only conditions applying to the delivery of the Surveys and Services. NMT expressly objects to and rejects any different or additional terms included in Customer's request for proposal, quotation, purchase order, acknowledgement form, or other documents that purport to bind the parties. Certain services may be subject to additional or different terms and conditions, which are set forth in separate license agreements. No waiver, consent, modification, or amendment to this Agreement shall be binding unless in writing and signed by both parties.

11. Notices. Notices under this Agreement shall be deemed to be adequate and sufficient notice if given in writing and delivered via (a) registered or certified mail, postage prepaid, in which case notice shall be deemed to have been received three business days following deposit to U.S. mail; or (b) a nationally recognized overnight air courier, next day delivery, prepaid, in which case such notice shall be deemed to have been received on business day following delivery to such nationally recognized overnight air courier. All notices shall be sent to NMT at the following address: NMT, Inc., P.O. Box 339, Montvale, NJ. All notices shall be sent to Customer at the address set forth in the Order Form.

12. Authorization. Customer represents and warrants (a) that it has the requisite authority to enter into this Agreement; and (b) that the individual signing this Agreement is authorized to do so.