

Board of Trustees Agenda Item

Board Meeting Date: 8/29/11

Title of Item: Microsoft Campus Agreement

Background and Analysis:

The Foundation for the California Community Colleges (FCCC) negotiates special pricing on behalf of the California Community Colleges for software and hardware products. The District participates in the Microsoft Campus Agreement plan through the FCCC which allows us to purchase an annual site license agreement for Microsoft products at a substantially reduced price based on our FTE faculty/staff count, less the percentage of faculty on overload teaching status and reduced by the number of faculty and staff on leave. The average cost savings compared to the normal Academic or Select license is approximately 60-70%. It provides a 20% reduction in the license cost from the retail group purchase price. ComputerLand of Silicon Valley is the vendor that administers this program. The cost to the district for this year is \$74,361.00 based on a Foothill College cost of \$29,382.00 and a De Anza cost of \$44,979.00. This is the first year of a three-year contract the FCCC has with Microsoft.

The agreement also allows our employees to purchase selected Microsoft applications for their personal use at a substantially reduced price through the FCCC.

Because the purchase is through the FCCC there is no need to participate in a formal bid process. The term of the contract will be October 1, 2011 through September 30, 2012.

Recommendation: Vice Chancellor of Technology Fred Sherman recommends purchase of the Microsoft Campus Agreement from ComputerLand of Silicon Valley for the amount of \$74,361.00.

Submitted by:	Fred Sherman x6120
Additional contact names:	Sharon Luciw x6161
Is backup provided?	Yes

PARTICIPATION AGREEMENT FOR ENROLLMENT FOR EDUCATION SOLUTIONS

Name of Participant : (please print)	De Anza College
Street Address	21250 Stevens Creek
City, State/Province, Zip	Cupertino, CA 95014
Contact Name	Pam Eberhardt
Contact e-mail	eberhardtpam@fhda.edu
Telephone	650-949-6119
Contact Fax	650-941-6289
Microsoft Campus and School Agreement Number (Organization to complete)	
Campus and School Agreement Customer Name	Foundation for California Community Colleges

Organization-wide Count for Participant identified above	957
Student Count based on enrollment for Participant identified above (only if electing Student Option)	NA

Undersigned Participant acknowledges that Microsoft Licensing, GP, Microsoft Ireland Operations Limited or Microsoft Operations Pte Ltd (each "Microsoft") and Foundation for California Community Colleges ("Organization") have entered into the Microsoft Campus and School Agreement identified above and the Enrollment for Education Solutions (as amended, modified and supplemented to the date hereof, collectively, the "Agreement") under which Participant desires to sublicense Licenses to Products from and through Organization. All capitalized terms used but not defined herein will have the meanings assigned in the Agreement.

1. Acknowledgment. Participant hereby acknowledges that it has received and reviewed a copy of the Agreement, which incorporates the Product use rights applicable to the Products acquired under the Agreement, which are located at <http://www.microsoft.com/licensing/default.mspx> and that it has read and understood the terms and conditions of the foregoing documents.

2. Agreement. Participant agrees to be bound by all Agreement terms and conditions (including without limitation terms relating to Product use, compliance verification, notifications to users, LIMITED WARRANTY AND DISCLAIMERS, LIMITATION OF LIABILITY, NO LIABILITY FOR CERTAIN DAMAGES) just as if it had executed the Agreement itself as a sole, original licensee of the Products; EXCEPT, however, Participant --


- a. will submit orders using the enrollment number assigned for such purpose;
- b. will not have the right to submit enrollments under Organization's Campus and School Agreement;
- c. will be subject to a minimum order requirement of one Desktop Platform Product for an Organization-Wide Count and/or Student Count of 100;
- d. will be subject to the Enrollment Licensed Period
- e. will have its Product use based on the Agreement and this Participation Agreement and any expiration or termination thereof;
- f. will notify its Users of the terms of the Agreement and this Participation Agreement;
- g. will not have its own "Participants" as defined in the Agreement nor in any other way act as a sub-licensor under the Agreement;
- h. will not have the right to amend, renew, extend, or terminate the Agreement ; and
- i. will not be liable to Microsoft based solely on the acts or omissions of any other Participants or of the Organization under the Agreement.

3. Additional Notification.

Participant will notify Microsoft immediately if and when it becomes aware of any actual or potential violation of the Agreement or this Participation Agreement.

4. Survival. All sections above except for those providing for use rights shall survive termination or expiration of the Agreement and/or this Participation Agreement. This Participation Agreement shall not survive any termination or expiration of the Agreement.

Participant's violation of the above-referenced terms and conditions shall be deemed to be a breach of this Participation Agreement and shall be grounds for immediate termination of all rights granted hereunder.

Participant	
Name of Entity	De Anza College
Signature	
Printed name	Fred Sherman
Printed title	CTO & Vice Chancellor, Technology
Signature date	8/16/11

PARTICIPATION AGREEMENT FOR ENROLLMENT FOR EDUCATION SOLUTIONS

Name of Participant : (please print)	Foothill College
Street Address	12345 El Monte Rd
City, State/Province, Zip	Los Altos Hills CA 94022
Contact Name	Pam Eberhardt
Contact e-mail	eberhardtpam@fhda.edu
Telephone	650-949-6119
Contact Fax	650-941-6289
Microsoft Campus and School Agreement Number (Organization to complete)	
Campus and School Agreement Customer Name	Foundation for California Community Colleges

Organization-wide Count for Participant identified above	621
Student Count based on enrollment for Participant identified above (only if electing Student Option)	NA

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Participant	
Name of Entity	Foothill College
Signature	
Printed name	Fred Sherman
Printed title	CTO & Vice Chancellor, Technology
Signature date	8/16/11